

Award No. 1153
Docket No. CL-1243

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that—

"(a) The carrier has violated and continues to violate the current agreement by establishing on October 1st, 1939, an additional position of Bill Clerk, rate \$5.65 per day (later increased to \$5.92 per day—retroactive to date established), in the Local Freight Office at Shreveport, La.; the established rate of pay for a similar position in the same office being \$6.49 per day, and

"(b) That the Carrier shall now be required to establish the rate of \$6.49 per day on the additional position of Bill Clerk, retroactive to October 1st, 1939; and to compensate employees for all wage losses suffered as a result of the Carrier's violation of our agreement."

EMPLOYEES' STATEMENT OF FACTS: "On October 1st, 1939, and for many years prior there has existed in the Kansas City Southern Ry. Company's Local Freight Office at Shreveport, Louisiana, a position of Bill Clerk, rate of pay \$6.49 per day.

"Effective October 1st, 1939, the Louisiana & Arkansas Ry. Co. closed their local Freight Office and Warehouse in Shreveport, La., and all work formerly done in this Office and Warehouse was taken over by the Kansas City Southern Ry. Co.

"A 'Memorandum of Understanding' (copy of which is attached to and made a part of this submission) governing the operation of the coordinated Offices and Warehouses of the Kansas City Southern Ry. Co. and the Louisiana & Arkansas Ry. Co., effective October 1st, 1939, was signed on September 22nd, 1939, by the representatives of the two interested Carriers and of the Brotherhood.

"Section 3 of this 'Memorandum of Understanding' reads as follows:

'3. It is understood that the coordinated operation will be under the supervision of the Kansas City Southern, and covered by the agreement between the Brotherhood of Railway Clerks and the Kansas City Southern, except as herein specifically set forth, and as otherwise provided for under the terms of the Washington Agreement; it being understood that the terms and conditions of the Washington Agreement shall apply to all employees affected by this coordination.'

12. Steno-Clerk, \$4.61 per day. Rate Proposed, \$5.44 per day.

"The L. & A. rate for Steno-Clerk prior to coordination was \$4.39 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$4.61. The position of Steno-Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of Steno-Clerk.

"The duties of this position are practically unchanged by reason of the coordination and there is no justification for increasing the rate of pay.

13. O. S. & D. Clerk, \$4.98 per day. Rate Proposed, \$5.84 per day.

"The L. & A. rate for O. S. & D. Clerk prior to coordination was \$4.74 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$4.98. The position of O. S. & D. Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of O. S. & D. Clerk.

"General Chairman Moore in the tabulation accompanying his letter of October 22, 1939, claimed the rate should be \$5.44 per day. At no time since then has he contended for the \$5.84 rate now claimed.

14. Switching Clerk, \$5.50 per day. Rate Proposed \$5.84 per day.

"The L. & A. rate for Switching Clerk prior to coordination was \$5.24 per day. The retroactive wage adjustment made by the L. & A. brought this rate up to \$5.50. The position of Switching Clerk under the coordinated arrangement was given the same rate as that of the L. & A. position of Switching Clerk.

"There has been little or no change in the duties of this position and there can be no reasonable justification for increasing the rate of pay.

"As to each and every one of the claims, the Carrier contends that the National Railroad Adjustment Board is without jurisdiction for reasons hereinbefore set forth."

There is in evidence an agreement between the parties bearing effective date of June 16, 1937.

OPINION OF BOARD: This case is governed by the Opinion in CL-1241, Award No. 1151, and is disposed of accordingly.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the current agreement was not violated.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of July, 1940.