

Award No. 1160

Docket No. CL-1250

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 rate of \$5.84 per day shall be established and maintained on position of Demurrage Clerk, Shreveport, La. Consolidated Freight Office in lieu of rate \$4.73 per day (rate adjusted to \$4.99 per day) retroactive to October 1st, 1939."

EMPLOYES' STATEMENT OF FACTS: "Effective with October 1st, 1939, the Louisiana and Arkansas Ry. Co. closed their Local Freight Office and Warehouse in Shreveport, Louisiana and all work formerly done in their Office and Warehouse was taken over by the Kansas City Southern Ry. Co.

"This position was formerly worked in this office and at the time it was abolished paid a rate of \$5.20 per day; had the position remained working up to this time, various general wage increases would have made the rate \$5.84 per day.

"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:

"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."

"At the time this position was re-established, the Demurrage work done in this office paid a rate of \$5.84 per day, the employe doing the work was called a 'General Clerk' but devoting approximately 50% of his time to the handling of the Demurrage work."

CARRIER'S STATEMENT OF FACTS: "Attached hereto marked Exhibit 'A' is copy of Notice of Coordination dated June 13, 1939, posted in the local freight offices and warehouses of The Kansas City Southern and The Louisiana & Arkansas Railways at Shreveport, La. Copies were sent

"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 employee involved in this dispute are respectively carrier and employee 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.