

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: "Claim of the System Board of Adjustment of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes on the Missouri Pacific Railroad, that the Carrier violated and continues to violate the Clerks' Agreement:

- "1. When on July 21st, 1940, it required regularly assigned Dupo Yard Automobile Messenger, E. J. Beckette, rate \$2.40 per day, assigned to hours 3:00 P. M. to 11:00 P. M., seven days per week, to operate a company owned automobile outside of Dupo Yards and over the highway—Dupo, Ill. to Bixby, Ill. and return, a distance of approximately three (3) miles each way, during his assigned hours, delivering a message to a clamshell engineer, and failed and refused, and continues to refuse to compensate Mr. Beckette for said service at the higher rate of \$3.28 per day attaching to automobile messengers regularly assigned to road messenger work between Dupo, Ill. and East St. Louis, Ill. and St. Louis, Mo.;
- "2. When, (a) on July 13, 1940, it required regularly assigned Dupo Yard Automobile Messenger, Clarence Eckert, rate \$2.40 per day, assigned to hours of 7:00 A. M. to 3:00 P. M., seven days per week to operate a company owned automobile outside of Dupo Yard and over the highway—Dupo, Ill. to Fountain, Ill. and return, approximately fifteen (15) miles each way, transporting an engine crew and train crew, a total of five men.

(b) on July 15, 1940, July 17th, 1940 and July 19th, 1940, it required Mr. Eckert to operate the company owned automobile outside of Dupo Yard and over the highway—Dupo, Ill. to Maplewood, Ill., approximately six (6) miles each way, on each date, and return, transporting the Dupo Chief Yard Clerk, and failed and refused to compensate Mr. Eckert for said service on each day specified at the higher rate of \$3.28 per day attaching to the automobile positions regularly assigned to road messenger work between Dupo, Ill. and East St. Louis, Ill. and St. Louis, Mo.
- "3. That each of the regular assigned Dupo Yard Automobile Messengers be compensated in the difference in amounts of \$2.40 per day and \$3.28 per day as follows:

E. J. Beckett—on July 2d.....\$0.88

Total.....\$0.88

Clarence Eckert—on July 13th..... 0.88
 July 15th..... 0.88
 July 17th..... 0.88
 July 19th..... 0.88

Total.....\$3.52

Grand Total.....\$4.40

and,

- "4. That these and/or other employees performing work in Dupo Yard Automobile Messenger service similarly affected be compensated upon the basis of the higher rate attaching to positions of automobile messenger whose occupants are regularly assigned to road messenger work between Dupo, Ill. and East St. Louis, Ill. and St. Louis, Mo."

"NOTE: The employees' language 'similarly affected' appearing in specification 4, refers to instances subsequent to July 19th, 1940, where these yard automobile messengers have been required to perform service similar to that involved in these claims and which claims while not specifically mentioned herein have been presented to the Carrier and have been declined."

FINDINGS: The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party.

That no hearing thereon has been held and under date of December 12, 1940, the complainant party addressed a formal communication to the Secretary of the Third Division withdrawing this case.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
 By Order of Third Division

ATTEST: H. A. Johnson
 Secretary

Dated at Chicago, Illinois, this 14th day of January, 1941.