

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

**MISSOURI-KANSAS-TEXAS RAILROAD COMPANY
OF TEXAS**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that:

(1) The carrier (Missouri-Kansas-Texas Railroad Company, Missouri-Kansas-Texas Railroad Company of Texas) violated and continues to violate the Agreement extant between the respective parties to this issue when it failed and refused to pay time and one-half time for services performed on Sundays and/or holidays on and after August 11, 1946 to R. A. Prichard, J. H. Cole, A. A. Sims, Will Shelton, et al, who are employed at its St. Louis, Missouri Freight Station; and

(2) The carrier (Missouri-Kansas-Texas Railroad Company, Missouri-Kansas-Texas Railroad Company of Texas) improperly interpreted the Agreement extant between the Brotherhood and itself when it held that the checking picking, trucking and storing of less than carload freight at its St. Louis Freight Station was a character of service necessary to the continuous operation of the carrier; and

(3) The carrier (Missouri-Kansas-Texas Railroad Company, Missouri-Kansas Texas Railroad Company of Texas) shall now be required by an appropriate order and Award of the Board to interpretate and apply Rule 59 of the Agreement extant between itself and the Brotherhood to mean that the checking, picking, trucking and storing of less than carload freight is **not** a performance that can be regarded as a service necessary to the continuous operation of the carrier; and

(4) The carrier (Missouri-Kansas-Texas Railroad Company, Missouri-Kansas-Texas Railroad Company of Texas) shall pay to R. A. Prichard, J. H. Cole, A. A. Sims, Will Shelton and all other employees whose names appear in the organization's letter and notice of August 7, 1946; time and one-half time for all services performed on Sundays or on holidays, subsequent to that date; and

(5) The carrier (Missouri-Kansas-Texas Railroad Company, Missouri-Kansas-Texas Railroad Company of Texas) shall make whole any employees, employed subsequent to August 7, 1946, who were not paid at the rate of time and one-half time when required to perform service as set forth in this case.

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

That the carrier and the employe involved in this dispute are respectively carrier and employe 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;

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

That hearing thereon has been held but not concluded. Under date of April 15, 1947, the complainant party addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 25th day of April, 1947.