

Award No. 7999  
Docket No. CL-9441

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

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PARTIES TO DISPUTE:

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

ST. LOUIS—SAN FRANCISCO RAILWAY COMPANY

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

CLAIM I

A. The Carrier violated the terms of the currently effective Agreement between the parties when on February 1, 1956, it moved the Freight House force at Miami, Oklahoma from the Freight Station to the Passenger Station, leased the Freight Station to the Frisco Transportation Company, and farmed out all of the L.C.L. rail freight handling work to employees of the Frisco Transportation Company, a subsidiary truck line.

B. Extra Clerk F. D. Greenfield and/or his successors, as the senior available extra clerk on the Northern Division of the Carrier, now be paid a day's pay at the rate of \$15.89 per day, plus any increases since that time, for February 1, 1956 and each work day thereafter, Monday through Friday of each week, until corrected.

CLAIM II

A. The Carrier violated the terms of the currently effective Agreement between the parties when on February 6, 1956, employees of the Frisco Transportation Company performed the work of handling the L.C.L. Freight contained in Car SF149140.

B. F. D. Greenfield now be allowed a day's pay at the rate of \$15.89 per day.

CLAIM III

A. The Carrier violated the terms of the currently effective Agreement between the parties when on or about February 10, 1956, it removed a part of the work of waybilling L.C.L. freight from the scope of the Clerks' Agreement and assigned it to the third shift telegrapher, who holds no seniority or other rights under the Clerks' Agreement.

B. L. A. Woods, Chief Clerk-Cashier, now be allowed a two-hour call for each date, Monday through Friday of each week, from February 14, 1956, until corrected.

**CLAIM IV**

A. The Carrier violated the terms of the currently effective Agreement between the parties when on February 22, 1956, all work of handling in-and-outbound L.C.L. freight was performed by employees of the Frisco Transportation Company, and the waybill-ing and manifesting of all outbound L.C.L. freight was performed by employees of another craft and class, who hold no seniority or other rights under the Clerks' Agreement.

B. L. A. Woods, Chief Clerk-Cashier, now be allowed a day's pay at time and one-half for February 22, 1956.

**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;

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

That hearing thereon has been held but not concluded. Under date of June 24, 1957, the parties jointly 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:** A. Ivan Tummon  
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of July, 1957.