

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When on October 25th, 1939 the Fair Labor Standards Act established a minimum of thirty cents (.30) per hour, (eight hours per day or \$2.40 per day), the Carrier continued to compensate charwomen at the rate of \$2.00 per day (the established rate per Mediation Wage Agreement Case A-395, effective August 1, 1937), it improperly and in violation of the Clerks' Agreement deprived each of the thirty-five employees of forty cents (.40) per day, underpaying the employees to such extent.

2. When on April 7th, 1940, effective April 1st, 1940, the rates of charwomen were converted to a monthly basis of \$51.00 per month; \$2.00 times twenty-five and one-half days per month equaling \$51.00 per month, instead of converting the monthly rate to \$2.40 per day times twenty-five and one-half days per month equaling \$61.20 per month per employee; it improperly and in violation of the agreement deprived each of the thirty-five employees of \$10.20 per month for each month until March 1st, 1941.

3. When on March 1st, 1941 the Fair Labor Standard Act established a thirty-six cent (.36) per hour minimum through the Industry Committee and upon an order issued by the Administrator, (36¢ per hour times eight (8) hours per day equaling \$2.88 per day), on which date, March 1st, 1941, the Carrier abandoned the monthly rate of \$51.00 per month and converted the rates of pay to a daily basis of \$2.16 per day, (six (6) hours per day times 36¢ per hour or \$2.16 per day), instead of making the conversion upon a basis of eight (8) hours per day or \$2.88 per day, it improperly and in violation of the agreement deprived each employe of seventy-two cents (.72) per day.

4. That (a) The occupant or occupants of each of the charwomen positions be compensated at forty cents (40¢) per day twenty-five and one-half days per month, October 25th, 1939 to March 31st, 1940, both dates inclusive, for eight hours for each day.
- (b) That each such employe referred to herein, i. e., occupant or occupants of charwomen positions be compensated in the amount of \$10.20 per month April 1st, 1940 until February 29th, 1941, both dates inclusive.

- (c) That each such employe referred to herein, occupant or occupants of charwomen positions be compensated in the amount of 72¢ per day March 1st, 1941 until August 31st, 1941, both dates inclusive; and
- (d) That the individual employes entitled to reparation payments as stipulated in 4-A, B and C be determined through a joint check of the payrolls by the General Chairman and such Officer of the Carrier as the Management may designate.

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 complainant party;

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

That hearing thereon has been held and concluded. Under date of May 8, 1943 the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case, 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 May, 1943.