

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION EMPLOYEES
THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY**

DISPUTE.—"Claim that Mediation Settlement of Sept. 27, 1927, Item 1, thereof applies to certain positions in the Freight Claim Agent's Department of the General Offices, designated as 'Investigators' and claim for retroactive adjustment in rates of pay for these positions accordingly from April 10, 1934."

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

The parties to said dispute were given due notice of hearing thereon.

The parties have jointly certified the following statement of facts, and the Third Division so finds:

"Sept. 27, 1927, the following Mediation Settlement was made in connection with the wage increase request of the clerical and station employees of the Denver and Rio Grande Western Railroad Company:

"Agreement in settlement of wage increase request of the Clerical and Station Employees of The Denver and Rio Grande Western Railroad Company, represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, coming within the scope of the Agreement effective February 1, 1926 (United States Board of Mediation File C-61).

"This request was presented to the Carrier by the Employees, through their duly accredited representatives, and several conferences were held without reaching an agreement. The services of the Board of Mediation were requested by the Organization, under the provisions of the Railway Labor Act. Mediation proceedings commenced March 14, 1927, and on April 7, 1927, by agreement, negotiations were temporarily suspended. Mediation proceedings were renewed September 14th, resulting in the following agreement:

"The Denver and Rio Grande Western Railroad Company agrees to increase the wages of the employees involved, as follows:

| (Item) | Increase |
|--|----------------|
| (1) Clerks (Divn. 9, Form 561)----- | 15¢ per day |
| (2) Clerks, Station Helpers and Warehousemen, Engine Dispatchers and Callers (Divns. 10 & 11 Form 561); Sectional Storekeepers----- | 15¢ per day |
| (Divn. 15 Form 561), except that experienced clerks now receiving the minimum clerical rate shall be increased to----- | \$4.05 per day |
| (3) Stenographers & Typists (Divn. 14 form 561); Warehouse, Transfer & Store Foremen (Except Supervisory Foremen) (Divn. 104, form 561)----- | 15¢ per day |
| (4) Stowers, Callers, Loaders, Coopers (Divn. 105 form 561), after 12 months actual service, not necessarily continuous----- | 2¢ per hour |
| (Preserving the existing differential of 2½ per hour over the rate for freight handlers and truckers.) | |
| (5) Station, Platform Warehouse and Transfer Freight Handlers & Truckers (Divn. 106 form 561); Store Room & Stock Room Helpers & Laborers (Divn. 86 form 561), after 12 months actual service, not necessarily continuous----- | 2¢ per hour |
| (Preserving the existing employment rate, 48¢ per hour, for the first 12 months of service.) | |

"In addition to the foregoing, there shall be allotted the amount of \$6,500.00 per annum for the adjustment, by mutual agreement between the representatives of the Carrier and the Employees, of inequalities in rates of pay for positions coming under Items (1), (2), and (3) of this Agreement, and for power truck motormen (Divn. 31 form 561), and Baggage

Room and Parcel Room Employees (Divn. 100 and 101 form 561), provided that any amount not so distributed, under such adjustment, shall be subject to further distribution, by mutual agreement, or failing so to do within sixty (60) days following October 1, 1927, shall be applied, if equivalent to not less than one (1¢) cent per day, pro rata to all positions coming under Item (2) of this Agreement.

"The increases herein agreed to and the adjustment of inequalities provided for shall become effective October 1, 1927, and continue in effect for a period of one year, and thereafter subject to thirty (30) days' notice in writing, by either party to the other.

"Accepted for—

"THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY,

"(Signed) R. F. RAY, *Assistant General Manager*.

"Witnessed:

"(Signed) J. W. WALSH,

"*Mediator*.

"BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS,

"FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES.

"(Signed) W. D. RYAN, *General Chairman*.

"[SEAL] U. S. Board of Mediation."

"April 10, 1934, the Organization made claim that this wage settlement should have been applied to the following persons: Guy N. Day, W. J. Gentry, E. B. Mitchell, D. I. McCarl, E. F. Smith, A. J. Witt, F. P. Malesky, which claim was denied by the Management.

"Claim is made for \$0.16 per day increase in the daily rate of said positions from April 10, 1934."

The Third Division is of the opinion that the questions involved in this dispute are such as are referable to the National Mediation Board in that they involve the meaning or the application of an agreement reached through mediation September 27, 1927, under the provisions of the Railway Labor Act.

AWARD

Case dismissed without prejudice to the rights of either party.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,

Secretary.

Dated at Chicago, Illinois, this 6th day of September 1935.