

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

PARTIES TO DISPUTE:

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

THE TEXAS MEXICAN RAILWAY COMPANY

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

(a) The correct rate of pay for the two Watchmen at Laredo stores and shops is \$73.00 per month effective September 15, 1938. Also

(b) Claim that employees involved in or affected by the failure and refusal of the carrier to apply the correct rates be compensated for all losses sustained.

EMPLOYES' STATEMENT OF FACTS: There are two positions of watchmen employed at Laredo stores and shops and who are paid \$2.40 per day.

The employees holding the positions are carried on the clerks' seniority roster with seniority date as of the date they began work on these positions.

The seniority roster on which these employees appear is approved by the Vice-President and General Manager for the carrier, and by the Local Chairman for the Brotherhood.

The carrier contends the positions here in dispute are not covered by the Clerks' Agreement.

POSITION OF EMPLOYES: The employees quote the following rules in support of their claim:

Rule 1. EMPLOYES AFFECTED

"These rules shall govern the hours of service, wages and working conditions of all the following employees, subject to the exceptions noted below:

(1) Clerks

"Machine operators (such as typewriters, calculating machines, bookkeeping, accounting and statistical machines, dictaphones, key punch, teletype, and all other similar equipment.

"All other office, station and store employees, including office boys, messengers, train announcers, gatemen, checkers, baggage and parcel room employees, train and engine crew dispatchers and callers, telephone switch board operators, elevator operators, office, station, warehouse and storehouse watchmen, janitors and all other employees performing analogous work.

located at the shops. Also located at the shops is the Carrier's store room. These two positions are now paying a monthly salary of \$93.84. The assignment is for eight hours per day and time and one-half is allowed for work on Sundays and holidays. This salary includes the recent increase brought about by the Chicago Wage Agreement. The men holding these positions are considered shop employes and are at present holding these positions on account of their seniority in the Mechanical Department.

POSITION OF CARRIER: These two positions are claimed by the Brotherhood of Firemen and Oilers. Although that organization has no contract with this Carrier, it is negotiating at the present time with the Carrier for such a contract. For the type of work being done by these employes in Laredo, Texas, and in line with the compensation paid for similar work by this Carrier, it is felt that the aforesaid compensation is both reasonable and satisfactory.

Wherefore, premises considered, Carrier prays this Honorable Board not to sustain the Brotherhood's claim.

OPINION OF BOARD: The record shows that as of January 30, 1942, the parties reached a tentative understanding that in consideration of the two watchman positions at Laredo Stores and Shops being classified as covered by the Clerks' Agreement, claims for retroactive compensation would be waived; thereupon the general chairman, by letter of February 3, 1942, sought to have the rate of pay for the involved positions spelled out. The Carrier, by letter of February 13, 1942, suggested 26 days be used as the basis for figuring the monthly wage and the general chairman, by letter of February 17, 1942, agreed to that basis, thus indicating that the parties reached an agreement that 26 days would be used as the basis for computing the monthly wage.

This agreement upon the 26-day basis for computing the monthly wage completed the tentative understandings of the parties to an agreement resulting in a basis for establishment of specific rate of pay for the positions, effective January 30, 1942.

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 employes involved in this dispute are respectively carrier and employes 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; and

That the successive understandings of the parties in respect to this case completed an agreement providing a 26-day basis for establishment of specific monthly rate for the positions.

AWARD

Claim sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 26th day of June, 1942.