

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE ALTON RAILROAD COMPANY

DISPUTE.—"The Organization requests that J. H. Dean, Agent, Normal, Illinois, a monthly rated employee, be paid for shortage in his wages for August and September 1934, totalling \$44.79, which was deducted from his salary on account of being relieved by the Railroad one day per week, to comply with the Agreement limiting working hours to 48 hours per week."

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

The carrier and the employee involved in this dispute are, respectively, carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

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

Said cause being deadlocked, Paul Samuell was called in as Referee to sit with this Division.

An Agreement setting up a 48-hour week, dated August 3, 1934, provides that no employee covered by the Agreement will be required or permitted to work in excess of 48 hours per week. In carrying out this agreement, the Organization and the Railroad Company agreed upon the 7-day positions that would be reduced to 6 days, or 48 hours per week, which included the position of Agent-Operator-Leverman at Normal, Illinois.

This position is paid a monthly rate, and the Railroad Company paid the employee pro rata of the monthly rate for each day worked. The shortage claimed covers pay for the number of days lost account position filled by relief man. The relief man was similarly paid pro rata of the monthly rate, the compensation of both employees totalling the monthly rate of the position.

Normal Agency is a monthly rated position and is not paid on a daily basis. The Agreement of February 16, 1929, effecting a 48-hour week, contains no provision for reducing this monthly rate.

This position was originally on a 6-days-per-week assignment, but some two years ago was changed to a 7-days-per-week assignment with considerable added duties, but still remained on the same monthly rate of pay. In returning the position to a 6-days-per-week assignment no provision was made for changing the rate or basis of pay.

AWARD

Claim sustained.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 24th day of June 1935.