

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI PACIFIC LINES IN TEXAS AND LOUISIANA

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on Missouri Pacific Lines in Texas and Louisiana, that the monthly rate fixed for the agent-telegrapher position at Jefferson Island, Louisiana, which, effective May 1, 1940, comprehends nine hours per day, shall be retroactively fixed on this basis (273.75 hours per month) under the general wage increases effective December 1, 1941, February 1, 1943, December 27, 1943, January 1, 1946 and May 22, 1946, and that the employees assigned to this position during these periods shall be reimbursed accordingly for the difference between the monthly rate paid them since December 1, 1941 and the monthly rate to which entitled under the proper application of these general wage increases.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing date October 16, 1940, as to rates of pay and rules of working conditions is in effect between the parties to this dispute. The agent-telegrapher position at Jefferson Island, Louisiana, here involved is covered by said agreement.

Prior to May 1, 1940, the agent-telegrapher position at Jefferson Island was fixed on the hourly basis and rated at eighty (80) cents per hour and was subject to all of the compensatory rules of said agreement.

Effective May 1, 1940, by mutual agreement between the parties to the telegraphers' agreement, the method of pay for this position was changed from the hourly to a monthly basis, and mutually fixed at \$200.00 per month to cover all services performed; the agent not to be expected to work more than ten hours per day including the meal period, or nine hours per day.

The following general hourly wage increases were subsequently granted all positions covered by the telegraphers' agreement:

Effective December 1, 1941	10 cents per hour.
Effective February 1, 1943	6 cents per hour.
Effective December 27, 1943	3 cents per hour.
Effective January 1, 1946	16 cents per hour.
Effective May 22, 1946	2½ cents per hour.

Each of these wage increase agreements specified that these increases would be applied to monthly rated positions by the following formula:

"MONTHLY RATES

"Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. The amount of increase applicable to the hourly rate thus

OPINION OF BOARD: The question for decision is whether the proper wage increases have been applied to the position of agent-teleg-rapher at Jefferson Island, Louisiana. The various wage increase agreements have specified that the increases should be applied to monthly rated positions as follows:

"MONTHLY RATES

Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. The amount of increase applicable to the hourly rate thus obtained multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate."

The carrier has applied the wage increases to the position in question on the basis of an eight-hour day. It has multiplied the 365 days of the year by 8 hours per day and divided the product by the 12 months of the year, which gave the result of 243.33 hours per month as comprehended by the monthly rate. Instead of multiplying the 365 days by 8, it should have multiplied by 9 because a regular 9-hour day for the position in question was contemplated by the parties and comprehended by the monthly rate.

The record is clear that when the position was originally changed from an hourly-rated position to a monthly-rated position the monthly rate was based on and comprehended a nine-hour day. At the time, the parties agreed in writing that the monthly salary should cover all services performed, "the Agent not to be expected to work more than ten hours per day including the meal period." This arrangement superseded a previous arrangement for an hourly rate for eight hours service plus one hour overtime each day.

Since the established monthly rate clearly comprehended a nine-hour day, the wage increases should have been applied on that basis and not on the basis of an eight-hour day.

The claim must be sustained.

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; and

That the monthly rate for the position in question should have been increased on the basis of a nine-hour day.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 18th day of March, 1948.