

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
MISSOURI PACIFIC LINES IN TEXAS AND LOUISIANA

DISPUTE.—Claim of G. K. Reiss, Agent-Telegrapher, Mercedes, Texas, for pay at the applicable basic rate for two days deducted from his wages by the management in each of the ten months July 1932 to April 1933, inclusive.

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 waived right of appearance at hearing thereon.

Prior to June 9, 1932, the position here in question was that of Supervisory Agent. The carrier was privileged to designate the amount of compensation to be paid the incumbent and had rated the position at \$250.00 per month (which is to say that the rate of compensation was not upon a daily or hourly basis) for all services rendered in any given month. As of June 9, 1932, telegraph duties were added to the position.

The carrier deducted an amount equal to two days pro rata of the stated monthly compensation in each of the ten months July 1932 to April 1933, inclusive, and as of May 1st, 1933, established basic monthly rate of \$230.00 for the position, less 10 percent, or \$207.00 net.

It is shown that Agent Reiss actually worked on the two days in which said pay-roll deductions were made in each month, and received \$207.75 net for his services in each of the months of June 1932 to March 1933, inclusive, and \$190.52 in April 1933; and that he has actually been compensated for each month's service \$207.00 net from and after May 1, 1933. There is no dispute with respect to the adequacy of monthly compensation from May 1, 1933, forward.

As of the date that telegraph duties were added (June 9, 1932) the position in question was thereby brought within the scope of agreement between the parties and subject to the terms thereof.

AWARD

Claim sustained.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 21st day of February 1935.

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**INTERPRETATION No. 1 TO AWARD No. 16,
DOCKET No. TE-12**

NAME OF ORGANIZATION: The Order of Railroad Telegraphers

NAME OF CARRIER: Missouri Pacific Lines in Texas and Louisiana

Upon application of the representative of the employes involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

It being shown that complainant employe was, in fact, compensated at an established rate of \$250.00 less 10% in each of the ten months July 1932 to April 1933 inclusive and, whereas, the Adjustment Board is without authority under the amended Railway Labor Act, to order a change in properly established basic rates of pay, it is intended that the Carrier satisfy said Award Number 16 at the stated rate of \$250.00 per month less 10%; and be it further understood that said Award Number 16 does not of itself legalize any deductions from the compensation currently paid to Agent-Telegrapher Reiss, Mercedes, Texas covering the period July 1932 to April 1933 inclusive.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of April, 1935.

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**INTERPRETATION No. 2 TO AWARD No. 16,
DOCKET No. TE-12**

NAME OF ORGANIZATION: The Order of Railroad Telegraphers
NAME OF CARRIER: Missouri Pacific Lines in Texas and Louisiana

Upon application of the representative of the carrier involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

Award No. 16 sustained the specific claim of G. K. Reiss, Agent-Telegrapher, Mercedes, Texas "for pay at the applicable basic rate for two days deducted from his wages by the management in each of the ten months July 1932 to April 1933 inclusive."

It having been made to appear that the parties were subsequently in dispute as to the "applicable basic rate" in said ten months' period, our letter of April 10, 1935 defines the same to have been \$250.00 less 10% being that which was actually in effect during said ten months' period and which the Adjustment Board cannot order changed under any authority conferred by the amended Railway Labor Act. Award No. 16 does not reach beyond April 30, 1933 nor prior to July 1, 1932.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 26th day of April, 1935.