

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

AMERICAN TRAIN DISPATCHERS ASSOCIATION

CHICAGO GREAT WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM. Claim of the American Train Dispatchers Association:

- 1—(a) That the Chicago Great Western Railway Company failed to comply with the intent of Rule 4 of the agreement between parties effective December 20, 1934, and revised as of May 1, 1942, when it failed to compensate Train Dispatcher W. J. Murphy at the time and one-half rate of the night chief dispatcher's position for service performed in excess of 8 consecutive hours on certain dates beginning August 20, 1942, and ending May 4, 1945.
- 1—(b) That the Carrier now pay Train Dispatcher W. J. Murphy the additional compensation claimed, namely, 3 hours' overtime at rate of time and one-half at the night chief dispatcher's rate (\$333.75 per month computed in accordance with Rule 3) for each day on which he performed service in that position which exceeded 8 consecutive hours per day.
- 2—(a) That the Chicago Great Western Railway Company failed to comply with the terms of Rule 8 of the agreement dated December 20, 1934, and revised as of May 1, 1942, when it failed to compensate Train Dispatcher W. J. Murphy 11 hours' pay at time and one-half of the night chief dispatcher's rate of pay (\$333.75 per month computed as per Rule 3) in addition to the amounts he received for service performed as night chief train dispatcher on the rest day assigned to the Claimant's regular third trick dispatcher position on certain dates beginning August 20, 1942, and ending June 18, 1945.
- 2—(b) That this Carrier shall now pay Train Dispatcher W. J. Murphy a difference between what he was paid and what is claimed in accordance with above paragraph (a).
- 3—(a) That the Chicago Great Western Railway Company failed to comply with the terms of Rule 4 of the agreement between the parties effective December 20, 1934, and revised as of May 1, 1942, when it compensated Train Dispatcher W. J. Murphy merely a day's pay, rather than overtime at the rate of time and one-half of the chief train dispatcher's rate (\$348.75 per month computed per Rule 3) for 3 hours' service performed in excess of 8 consecutive hours per day on certain dates beginning with July 30, 1942, and ending with May 2, 1945.

- 3—(b) The Carrier shall now pay Train Dispatcher W. J. Murphy the difference between the amount he was paid for the service rendered and the amount he should have been paid in accordance with requirements of Rule 4 of the agreement.

FINDINGS: The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by complainant party; and

That no hearing thereon has been held, and under date of June 3, 1946, the complainant party addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case, which request is hereby granted.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 11th day of June, 1946.