

Award No. 3440

Docket No. TE-3321

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert G. Simmons, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE NEW YORK CENTRAL RAILROAD COMPANY

(Line West of Buffalo)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on New York Central Railroad, Line West of Buffalo, that regular relief operator M. Young, regularly assigned to work 2nd trick at Amasa Tower, Pa., on Thursday, March 1, 1944, and 3rd trick at Stoneboro Station, Pa., on Friday, March 2, 1944, but who was required to suspend work on his regular position on these two days and work the first trick position at the Amasa Tower on March 1 and 2, shall be paid for a day's pay of eight hours at pro rata on March 1 and 2 that was lost to him by being suspended during his regular hours, and be compensated at time and one-half rate for the two days—March 1 and 2—he was required to work at Amasa Tower outside of his regular assigned hours on these days, and at pro rata rate for travel and waiting time consumed going to and from Amasa Tower and his home station at Stoneboro on these two days.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing date of February 1, 1943, as to rules of working conditions, and December 27, 1943, as to rates of pay, is in effect between the parties to this dispute.

The provisions of this agreement pertinent to this dispute reads as follows:

ARTICLE 4

(a) Excepted as provided in Article 3 and 8(d) time worked in excess of eight (8) hours, exclusive of meal period, on any day, will be considered overtime and paid on the actual minute basis at time and one-half rate.

(b) All service continuous with and in advance of the regular working hours, shall be paid for at time and one-half on the actual minute basis.

(c) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis. Employees shall not be required to work more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

7. It is the carrier's final contention that the claim in this case is entirely without merit and should be denied.

OPINION OF BOARD: The issue here presented is identical with that presented in Docket No. TE-3319, Award No. 3438. For the reasons there given the claim is denied.

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 for the reasons stated in the opinion the claim is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 17th day of February, 1947.