

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD CO.

DISPUTE.—"Telegrapher R. I. DeLaHunt claims payment January 14, 1933, and subsequent dates for the difference in payment between one hour at pro rata rate and two hours at time and one half for service performed in connection with meeting a train outside regular assigned hours."

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.

An agreement bearing date of December 1, 1927, is in effect between the parties.

R. I. DeLaHunt was regularly assigned to the position of Agent-Telegrapher at New England, North Dakota, the terminus of a branch line, to work 8:00 A.M. to 5:00 P.M. exclusive of the meal hour.

Effective June 26, 1932, a passenger train scheduled to arrive New England at 4:30 P.M., Mondays, Wednesdays, and Fridays, and to depart at 9:15 A.M. on Tuesdays, Thursdays, and Saturdays; also a mixed train was scheduled to arrive at New England at 7:20 P.M. on Tuesdays, Thursdays, and Saturdays, and to depart at 6:30 A.M. on Mondays, Wednesdays, and Fridays.

On or about January 13th, 1933, the Carrier assigned DeLaHunt to meet the passenger train scheduled to depart at 6:30 A.M. on Mondays, Wednesdays, and Fridays, for which he was paid one hour at the pro rata hourly rate.

DeLaHunt claims he should be paid two hours at the rate of time and one-half rate for the service performed; he cites and relies upon Rule 12 (c) in the agreement between the parties reading as follows:

"Except as provided in section (a), this rule, employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of three (3) hours for two (2) hours work or less, and if held on duty in excess of two (2) hours, time and one-half will be allowed on the minute basis."

DeLaHunt was compensated for the service performed in accordance with the intent of Rule 12 (a) reading as follows:

"Employees at stations where only one is assigned may be required to be on duty two periods of time, within a spread of twelve hours, between 6:00 A.M. and 9:00 P.M. to meet regular scheduled trains due outside of the regular assigned hours. Overtime rate to apply for the actual time consumed, computed on the minute basis, with a minimum of forty minutes applied to each period of time."

AWARD

Claim denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 22nd day of March 1935.