

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
THE DELAWARE AND HUDSON RAILROAD**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(a) That L. R. Strong, Plumber, B&B Gang No. 7, Oneonta, New York, be paid at the rate of time and one-half for work performed during the meal period from 12:00 to 1:00 P. M. March 21, 1940;

(b) That he be paid at the rate of time and one-half for work performed after the completion of his regular assignment; three and one-half hours March 21; two hours March 22; and two hours March 27, 1940.

EMPLOYEES' STATEMENT OF FACTS: L. R. Strong is employed in the service of the Carrier as plumber with regular headquarters at Oneonta, New York.

On March 21, 1940, Strong was instructed by the proper officer of the Carrier to travel by track motor car from Oneonta to Mohawk, New York.

Strong's bulletined hours are from 7:00 A. M. to 4:00 P. M. with one hour lunch period.

On March 21 Strong reported at his regular headquarters at Oneonta at his regular starting time and worked at Oneonta two hours and a half. He was instructed to go to Mohawk and he worked there continuously, through his noon hour, until 5:30 P. M., after which he returned to Oneonta, his headquarters, arriving Oneonta at 7:30 P. M. He was allowed eight hours at straight time rate from 7:00 A. M. to 4:00 P. M., time and one-half rate from 4:00 P. M. to 5:00 P. M., and straight time rate from 5:00 P. M. until 7:30 P. M.

On March 22 Strong was again sent to Mohawk and was required to work continuously through his noon hour, until 6:00 P. M., after which he returned to Oneonta.

Strong received payment as follows for the service on the 22nd:

From 7:00 A. M. to 4:00 P. M. he was allowed eight hours at straight time rate and one hour at punitive overtime rate because of being required to work during his meal period. He was allowed one hour's pay at overtime rate between the hours of 4:00 P. M. and 5:00 P. M. and was allowed one hour at straight time rate between the hours of 5:00 P. M. and 6:00 P. M.

On March 27 he was instructed to go to Mohawk. He was allowed the meal period. He arrived at his headquarters at Oneonta at 6:00 P. M.

POSITION OF CARRIER: The principle involved in this case is the same as that involved in Case No. 21.40 MW and ex parte submission of the Carrier on Case No. 21.40 MW is being forwarded herewith. Management submits the argument and evidence presented in Case No. 21.40 MW to sustain its position in Case No. 23.40 MW.

OPINION OF BOARD: The subject of this dispute is identical with that contained in Docket MW-2238, Award 2304, and is governed thereby.

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 employee involved in this dispute are respectively carrier and employee 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 claimant was properly compensated.

AWARD

Claim (a) denied. Claim (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 24th day of September, 1943.