

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD  
COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on The New York, New Haven and Hartford Railroad that:

**Claim No. 1**

1. Carrier violated the agreement between the parties when it failed and refused to compensate Miss M. W. Flannery at the rate of time and one-half on December 31, 1956, the seventh day of her work week after having completed forty hours in her work week.

2. Carrier shall compensate Miss M. W. Flannery the difference between eight hours at pro rata and eight hours at the rate of time and one-half for the services performed on December 31, 1956.

**Claim No. 2**

1. Carrier violated the agreement between the parties when it failed and refused to compensate E. J. Nieckarz at the rate of time and one-half on December 31, 1956, the sixth day of his work week after having completed forty hours in his work week. Carrier further violated the agreement when it required or permitted Mrs. A. Spencer on January 2, 1957 to suspend work.

2. Carrier shall compensate E. J. Nieckarz the difference between eight hours at pro rata and eight hours at the rate of time and one-half for services performed on December 31, 1956 and compensate Mrs. A. Spencer for eight hours at pro rata on January 2, 1957 because not used to perform service to which entitled.

**Claim No. 3**

1. Carrier violated the agreement between the parties when it required or permitted C. French on December 31, 1956 to suspend work. Carrier further violated the agreement when it failed and

refused to compensate C. French at the rate of time and one-half on January 2, 1957 the seventh day of his work week.

2. Carrier shall compensate C. French for eight hours at pro rata on December 31, 1956 because not used to perform service to which entitled and the difference between eight hours at pro rata and eight hours at the rate of time and one-half on January 2, 1957 for services performed.

#### Claim No. 4

1. Carrier violated the agreement between the parties when it failed and refused to compensate A. J. Barkauskas at the rate of time and one-half on March 5 and 6, 1957 the sixth and seventh days of his work week. Carrier further violated the agreement when it required or permitted A. J. Barkauskas on March 7 and 8, 1957 to suspend work.

2. Carrier shall compensate A. J. Barkauskas the difference between eight hours at pro rata and eight hours at the rate of time and one-half on March 5 and 6, 1957 for services performed and for eight hours at pro rata on March 7 and 8, 1957 because not used to perform service to which entitled.

#### Claim No. 5

1. Carrier violated the agreement between the parties when it required or permitted G. W. Wheeler on March 6, 1957 to suspend work. Carrier further violated the agreement when it failed and refused to compensate G. W. Wheeler at the time and one-half rate on March 8, 1957 the seventh day of his work week.

2. Carrier shall compensate G. W. Wheeler for eight hours at pro rata on March 6, 1957 because not used to perform service to which entitled and the difference between eight hours at pro rata and eight hours at the rate of time and one-half on March 8, 1957 for service performed.

#### Claim No. 6

1. Carrier violated the agreement between the parties when it failed and refused to compensate W. Callan at the rate of time and one-half on March 13 and 14, 1957, the sixth and seventh days of his work week. Carrier further violated the agreement when it required or permitted W. Callan on March 15 and 16, 1957 to suspend work.

2. Carrier shall compensate W. Callan the difference between eight hours at pro rata and eight hours at the rate of time and one-half on March 13 and on March 14, 1957 for services performed and for eight hours at pro rata on March 15 and on March 16 because not used to perform service to which entitled.

**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 the complainant party; and

That hearing thereon has been held and concluded. Under date of July 14, 1959, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

**AWARD**

Claim dismissed.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION**

**ATTEST: A. Ivan Tummon  
Executive Secretary**

Dated at Chicago, Illinois, this 5th day of August, 1959.