

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE NEW YORK CENTRAL RAILROAD COMPANY (Line West)**

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

**Claim No. 1**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate Irene M. Daniels for September 6, 1954. (a holiday)
2. Carrier shall be required to compensate Irene M. Daniels for 8 hours at the pro rata hourly rate of pay applicable to Operator position "SC" relay office, Chicago, for September 6, 1954. (a holiday)

**Claim No. 2**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate Robert O. Vorhis, Jr., for December 25, 1954 and January 1, 1955. (holidays)
2. Carrier shall be required to compensate Robert O. Vorhis, Jr., for 8 hours at the pro rata hourly rate of pay applicable to third shift operator leverman position at "WR" LaPorte, Indiana, for December 25, 1954 and January 1, 1955. (holidays)

**Claim No. 3**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate W. E. Deetz for December 25, 1954. (a holiday)
2. Carrier shall be required to compensate W. E. Deetz for 8 hours at the pro rata hourly rate of pay applicable to third shift operator leverman position, Kendallville Tower, for December 25, 1954. (a holiday)

**Claim No. 4**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate W. D. McNerney for December 25, 1954. (a holiday)

2. Carrier shall be required to compensate E. C. Johnson, for 8 hours at the pro rata hourly rate of pay applicable to second shift operator leverman position "ND", Collinwood, Ohio, for January 1, 1955. (holiday)

**Claim No. 11**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate A. M. Bailey, for February 22, 1955. (holiday)

2. Carrier shall be required to compensate A. M. Bailey, for 8 hours at the pro rata hourly rate of pay applicable to operator position "SC" telegraph office, Chicago, Illinois, for February 22, 1955.

**Claim No. 12**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate F. F. Farrington for February 22, 1955. (holiday)

2. Carrier shall be required to compensate F. F. Farrington for 8 hours at the pro rata hourly rate of pay applicable to operator position "SC" telegraph office, Chicago, Illinois, for Feb. 22, 1955. (holiday)

**Claim No. 13**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate LeLand Baum for February 22, 1955.

2. Carrier shall be required to compensate LeLand Baum for 8 hours at the pro rata hourly rate of pay applicable to agent operator De Motte, Indiana, for February 22, 1955. (holiday)

**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 no hearing thereon has been held, and under date of February 21, 1956, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case, which request is hereby granted.

**AWARD**

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary.

Dated at Chicago, Illinois this 19th day of March, 1956.

2. Carrier shall be required to compensate W. D. McNerney for 8 hours at the pro rata hourly rate of pay applicable to operator leverman position at Vickers Tower, for December 25, 1954. (holiday)

**Claim No. 5**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate W. R. Rochford for December 25, 1954. (holiday)

2. Carrier shall be required to compensate W. R. Rochford for 8 hours at the pro rata hourly rate of pay applicable to first shift operator leverman position "DK", Ohio, for December 25, 1954. (holiday),

**Claim No. 6**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate Elias Marfut for December 25, 1954. (holiday)

2. Carrier shall be required to compensate Elias Marfut for 8 hours at the pro rata hourly rate of pay applicable to second shift operator leverman bridge operator position at "DB", Ohio, for December 25, 1954. (holiday)

**Claim No. 7**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate A. D. Hederi for February 22, 1955. (holiday)

2. Carrier shall be required to compensate A. D. Hederi for 8 hours at the pro rata hourly rate of pay applicable to the third shift operator position at Institute, West Virginia.

**Claim No. 8**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate W. H. Dunfee, for February 22, 1955.

2. Carrier shall be required to compensate W. H. Dunfee for 8 hours at the time and one-half rate of pay applicable to third shift operator position at "BK", Corning, Ohio, for February 22, 1955. (a holiday)

**Claim No. 9**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate M. D. Rice, for December 25, 1954 and February 22, 1955. (holidays)

2. Carrier shall be required to compensate M. D. Rice, for 8 hours at the pro rata hourly rate of pay applicable to agent operator position at Silver Creek, N. Y., for December 25, 1954 and February 22, 1955. (holidays)

**Claim No. 10**

1. Carrier violated the agreement between the parties hereto when it failed and refused to properly compensate E. C. Johnson for January 1, 1955. (holiday)