

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WESTERN MARYLAND RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Western Maryland Railway, that:

1. Carrier violated the Agreement between the parties hereto, when on the 9th day of August, 1952, it required and permitted Mr. Williams, a trainman, an employe not covered by the Telegraphers' Agreement to receive, copy and deliver Train Order No. 201 at Plainfield, Pennsylvania.

2. Carrier violated the Agreement between the parties hereto, when on the 22nd day of August, 1952, it required and permitted a train service employe, not covered by the Telegraphers' Agreement to receive, copy and deliver Train Order No. 217 at Brandon, Pennsylvania.

3. Carrier violated the Agreement between the parties hereto when on the 25th day of August, 1952, it required and permitted a train service employe, not covered by the Telegraphers' Agreement to receive, copy and deliver Train Order No. 212 at Sileam, Pennsylvania.

4. Carrier violated the Agreement between the parties hereto, when on the 25th day of August, 1952, it required and permitted a train service employe, not covered by the Telegraphers' Agreement to receive, copy and deliver train Order No. 211, at Plainfield, Pennsylvania.

5. Carrier violated the Agreement between the parties hereto, when on the 18th day of September, 1952, it required and permitted Conductor Hoover, an employe not covered by the Telegraphers' Agreement to receive, copy and deliver Train Order No. 221, at Culbertson, Pennsylvania.

6. Carrier violated the Agreement between the parties hereto, when on the 23rd day of September, 1952, it required and permitted Conductor Grimm, an employe not covered by the Telegraphers' Agreement, to receive, copy and deliver Train Order No. 212 at Culbertson, Pennsylvania.

7. Carrier shall be required to permit appropriate joint check of records, by representative of Employees, to determine violations occurring subsequent to August 9, 1952, at the various stations shown herein, when train service employes were required and permitted to receive, copy and deliver train orders.

8. Carrier shall be required to compensate the senior idle telegrapher (extra employes in preference) for 8 hours, at minimum telegraphers rate of

pay, on Hagerstown Seniority District, for each and every day and date subsequent to August 9, 1952, (including but not limited to August 9, 22, 25(2); September 18 and 23); when employes of Carrier, not holding seniority under Telegraphers' Agreement for such seniority district, were required or permitted to receive, copy, deliver or otherwise handle train orders at Plainfield, Brandon, Sileam, and Culbertson, Pennsylvania.

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 February 28, 1957, the Organization addressed a formal communication to the Executive Secretary of the Third Division, requesting withdrawal of this case from further consideration by the Division. Under date of March 4, 1957, the Carrier addressed a formal communication to the Executive Secretary of the Third Division concurring in the Organization's request for withdrawal of the case from the Board. The request of the parties 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 11th day of March, 1957.