

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CENTRAL OF GEORGIA RAILWAY COMPANY

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

CASE NO. 1.

1. Carrier violated the Agreement between the parties when on April 11, 1956, it required or permitted Conductor Sessions of Work Extra 315, an employe not covered by the Agreement, to copy Train Order No. 44 at Edgars, Georgia.

2. Carrier shall be required to pay G. B. Ivey, who was idle and entitled to the work on April 11, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

CASE NO. 2.

1. Carrier violated the Agreement between the parties when on May 7, 1956, it required or permitted Conductor Harrison of Train No. 46, an employe not covered by the Agreement, to copy Train Order No. 44 at Lewiston, Georgia.

2. Carrier shall be required to pay H. E. Holland, who was idle and entitled to the work on May 7, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

CASE NO. 3.

1. Carrier violated the Agreement between the parties when on June 15, 1956, it required or permitted Conductor Sessions of Work Extra 315, an employe not covered by the Agreement, to copy Train Order No. 38 at Edgars, Georgia.

2. Carrier shall be required to pay B. P. Edenfield, who was idle and entitled to the work on June 15, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

CASE NO. 4.

1. Carrier violated the Agreement between the parties when on July 28, 1956, it required or permitted Conductor Sasser of Train No. 49, an employe not covered by the Agreement, to copy Train Order No. 5 at Rogers, Georgia.

2. Carrier shall be required to pay C. G. Wade, who was idle and entitled to the work on July 28, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

CASE NO. 5.

1. Carrier violated the Agreement between the parties when on July 14, 1956, it required or permitted a member of the train crew, an employe not covered by the Agreement, to copy Train Order No. 44 at Jackson's Gap, Alabama.

2. Carrier shall be required to pay P. M. Bentley, who was idle and entitled to the work on July 14, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

CASE NO. 6.

1. Carrier violated the Agreement between the parties when on July 15, 1956, it required or permitted a member of the train crew, an employe not covered by the Agreement, to copy Train Order No. 208 at Central Springs, Georgia.

2. Carrier shall be required to pay P. M. Bentley, who was idle and entitled to the work on July 15, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

CASE NO. 7.

1. Carrier violated the Agreement between the parties when on July 31, 1956, it required or permitted a member of the train crew, an employe not covered by the Agreement, to copy Train Order No. 33 at Gold Ridge, Alabama.

2. Carrier shall be required to pay J. C. Armstrong, who was idle and entitled to the work on July 31, 1956, a day's pay at eight (8) hours, which would have been paid if he had been used.

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 November 24, 1958, 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

Case dismissed.

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

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 5th day of December, 1958.