

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

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:

Case No. 1

1. The Carrier violated the terms of the agreement between the parties when on Wednesday, August 6 and Wednesday, September 3, 1952, it failed to assign A. M. Miller who was senior, idle, available employe on her rest day to work the work days of position No. 33, a seven day position in "SC" Relay Office, Chicago, Illinois, when neither the regular occupant nor any extra employe was available.

2. The Carrier shall compensate A. M. Miller for 8 hours at time and one-half rate for August 6 and September 3, 1952, as she was entitled to the work.

Case No. 2

1. The Carrier violated the terms of the agreement between the parties when on Monday, November 3, Monday, December 1 and Monday, December 8, 1952, it failed to assign H. D. Sell who was senior, idle, available employe on his rest day to work the work days of positions No. 33 and No. 60, both seven day positions in "SC" Relay Office, Chicago, Illinois, when neither the regular occupant nor any extra employe was available.

2. The Carrier shall compensate H. D. Sell for 80 hours at the time and one-half rate for November 3, December 1 and December 8, 1952, as he was entitled to the work.

Case No. 3

1. The Carrier violated the terms of the agreement between the parties when on Monday, September 8, 1952, it failed to assign C. C. Goshorn who was senior, idle, available employe on his rest day to work the work day of Position No. 60, in "SC" Relay Office, Chicago, Illinois, a seven day position, when neither the regular occupant nor any extra employe was available.

2. The Carrier shall compensate C. C. Goshorn for 8 hours at the time and one-half rate for September 8, 1952 as he was entitled to the work.

Case No. 4

1. The Carrier violated the terms of the agreement between the parties when on Sunday, February 22, 1953, it failed to assign the employe entitled to perform the work on a work day of Position No. 5 in "XD" Toledo, Ohio Relay Office when the regular occupant was not available.

2. The Carrier shall compensate the employe entitled to perform the work for a day's pay of eight hours for February 22, 1953. (To be determined by a check of the records.)

Case No. 5

1. The Carrier violated the terms of the agreement between the parties when on Sunday, January 3, 1954, it failed to assign L. G. Winegar who was senior, idle, available employe and entitled to perform the work on Position No. 59 in "ON" Relay Office, Cleveland, Ohio, a seven day position, when neither the regular occupant nor any extra employe was available.

2. The Carrier shall compensate L. G. Winegar for 8 hours at the time and one-half rate for January 3, 1954 as he was entitled to the work.

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.