

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 when on December 29, 1956 it required or permitted Conductor James, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 28 at Krannert Junction, Georgia (blind siding).
2. Carrier shall compensate John Barber for one day's pay (eight hours) at the prevailing rate for the violation December 29, 1956.

CASE NO. 2

1. Carrier violated the Agreement when on January 26, 1957 it required or permitted Conductor Griffin, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 12 for Work Extra 107 at Krannert Junction, Georgia (blind siding).
2. Carrier shall compensate John Barber, who was idle and available on his rest day, for one day's pay (eight hours) at the prevailing rate for the violation on January 26, 1957.

CASE NO. 3

1. Carrier violated the Agreement when on March 27, 1957, it required or permitted Conductor Kelly, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 8 at Herndon, Georgia (blind siding).
2. Carrier shall compensate R. C. Shepperd, who was idle and available on his rest day, for one day's pay (eight hours) at the prevailing rate for the violation on March 27, 1957.

CASE NO. 4

1. Carrier violated the Agreement when on April 24, 1957, it required or permitted Train Superintendent O. D. Page, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 27 for Train No. 34 at Meldrin, Georgia (blind siding).

2. Carrier shall compensate H. L. Marsh, who was idle and available on his rest day, for one day's pay (eight hours) at the prevailing rate for the violation on April 24, 1957.

CASE NO. 5

1. Carrier violated the Agreement when on May 14, 1957, it required or permitted Conductor Sessions, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 38 for Work Extra 113 West at Griswold, Georgia (blind siding).

2. Carrier shall compensate H. E. Holland, who was idle and available on his rest day, for one day's pay (eight hours) at the prevailing rate for the violation on May 14, 1957.

CASE NO. 6

1. Carrier violated the Agreement when on May 30, 1957, it required or permitted Conductor Sessions, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 71 at Griswold, Georgia (blind siding).

2. Carrier shall compensate J. C. Beville, who was idle and available on his rest day, one day's pay (eight hours) at the prevailing rate for the violation on May 30, 1957.

CASE NO. 7

1. Carrier violated the Agreement when on May 30, 1957, it required or permitted Conductor Lindler, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 71 for Train No. 95 at Lewiston, Georgia (blind siding).

2. Carrier shall compensate Mrs. W. M. Wickliffe who was idle and available on her rest day for one day's pay (eight hours) at the prevailing rate for the violation on May 30, 1957.

CASE NO. 8

1. Carrier violated the Agreement when on May 30, 1957, it required or permitted Conductor Lindler, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 42 for Train No. 96 at Lewiston, Georgia (blind siding).

2. Carrier shall compensate B. P. Edenfield who was idle and available on his rest day for one day's pay (eight hours) at the prevailing rate for the violation on May 30, 1957.

CASE NO. 9

1. Carrier violated the Agreement when on June 9, 1957, it required or permitted Conductor Harrison, an employe not covered by the Agreement, to receive, copy and deliver Train Order No. 11 at Rogers, Georgia (blind siding).

2. Carrier shall compensate J. H. Morris, who was idle and available on his rest day, for one day's pay (eight hours) at the prevailing rate for the violation on June 9, 1957.

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.