

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 terms of the Agreement when on May 21, 1957, it required or permitted Conductor McArde to copy and receive Train Orders Nos. 85 and 86 at Trammells, Alabama.

2. Carrier shall compensate J. W. Lee who was idle and available and entitled to perform the work on May 21, 1957 for one day, eight hours, at the time and one-half rate for the violation that occurred at Trammells, Alabama.

CASE NO. 2

1. Carrier violated the terms of the Agreement when on May 20 it required or permitted Conductor Turner on Engine 901, to copy and deliver Train Orders Nos. 7 and 8; Conductor Hamby on Engine 901 to copy Train Order No. 9; and Conductor Heath on Engine 157-160 to copy Train Order No. 46 at Jackson's Gap, Alabama.

2. Carrier shall compensate W. B. Smith for eight hours at the time and one-half rate as he was available and entitled to perform the work of copying train orders 7, 8, 9 and 46 at Jackson's Gap, Alabama on May 20, 1957.

CASE NO. 3

1. Carrier violated the Agreement when on May 19, 1957 it required or permitted Telephone Maintainer Chandler to copy and receive Train Order No. 15 to Extra 901 West at Jackson's Gap at 10:23 A.M.

2. Carrier shall compensate T. M. Bentley who was idle, available and entitled to perform the work at Jackson's Gap on May 19, 1957, for eight hours at the time and one-half rate.

CASE NO. 4

1. Carrier violated the Agreement when on July 30, 1957 at the west end of Opelika Yard, Alabama, it required or permitted train service employes not covered by the Telegraphers' Agreement to copy and deliver Train Order No. 27 at 9:13 A.M.

2. Carrier shall now compensate J. T. Norris who was available and entitled to perform the work at Opelika, for eight hours at time and one-half rate on July 30, 1957.

CASE NO. 5

1. Carrier violated the terms of the Agreement when on August 18, 1957 it required or permitted Conductor Knight on Train No. 3 to receive and copy Train Order No. 34 at Eden, Georgia.

2. Carrier shall compensate T. L. Rahn, Jr. who was idle and available on his rest day to perform the work he was entitled to of copying the train order at Eden, Georgia, August 18, for a day's pay, eight hours, at the time and one-half rate.

CASE NO. 6

1. Carrier violated the terms of the Agreement when on August 19, 1957 it required or permitted Conductor Wyse on Train No. 34 to copy and receive Train Order No. 17 and 18 at Eden, Georgia.

2. Carrier shall now compensate C. Taylor, operator-clerk at Millen, Georgia, who was available and off on his rest day August 19, who was entitled to perform the work of receiving, copying and delivering Train Orders Nos. 17 and 18 at Eden, Georgia, for eight hours' pay at the time and one-half rate.

CASE NO. 7

1. Carrier violated the terms of the Agreement when on August 19, Conductor Wilson of Train No. 29 was required or permitted to receive and copy Train Order No. 66 at Rocky Ford, Georgia.

2. Carrier shall now compensate A. W. Wilson for eight hours at time and one-half for the work performed at Rocky Ford to which he was entitled and available on August 19, 1957.

CASE NO. 8

1. Carrier violated the terms of the Agreement between the parties when on August 19, 1957 it required or permitted Conductor Wyse of Train No. 34 to copy and receive Train Orders Nos. 22, 23 and 24 at Pooler, Georgia.

2. Carrier shall now compensate F. T. Brock, agent, Tennille, Georgia for eight hours at the time and one-half rate of pay for August 19 as he was available and entitled to perform the work of handling and receiving train orders at Pooler, Georgia.

CASE NO. 9

1. Carrier violated the terms of the Agreement when on September 6, 1957, it required or permitted Conductor Norman of Train No. 91 to receive and copy Train Order No. 54 at Paramore, Georgia at 9:47 P.M.

2. Carrier shall now compensate W. H. Blanton, operator-clerk, Millen, Georgia for eight hours at the time and one-half rate for September 6, 1957 as he was the senior idle and available employe entitled to perform the work at Paramore, Georgia.

CASE NO. 10

1. Carrier violated the terms of the Agreement between the parties when on August 22, it required or permitted Trainmaster Parker to receive and copy Train Order No. 36 at Griswold, Georgia.

2. Carrier shall compensate B. P. Edenfield for eight hours at the time and one-half rate for the work he was entitled to perform at Griswold, Georgia on August 22, 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 was waived by the parties. 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.