

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI PACIFIC RAILROAD COMPANY—Gulf District

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad (Gulf District), that:

CASE NO. 1

1. Carrier violated Agreement between the parties hereto when on the 24th day of April 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at the pro rata rate account of such violation.

CASE NO. 2

1. Carrier violated Agreement between the parties hereto when on the 25th day of April 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall compensate T. M. Manning for eight hours at pro rata rate account such violation.

CASE NO. 3

1. Carrier violated Agreement between the parties hereto when on the 29th day of April 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall compensate H. W. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 4

1. Carrier violated Agreement between the parties hereto when on the 30th day of April 1958 it caused, required or permitted

Extra Gang Foreman L. T. Lynch to transmit communication of record by use of telephone at Penelope, Texas.

2. Carrier shall compensate L. L. Davis for eight hours at the pro rata rate account such violation.

CASE NO. 5

1. Carrier violated Agreement between the parties hereto when on the 1st day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at the pro rata rate account such violation.

CASE NO. 6

1. Carrier violated the Agreement between the parties hereto when on the 5th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at pro rata rate for such violation.

CASE NO. 7

1. Carrier violated the Agreement between the parties hereto when on the 6th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate H. M. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 8

1. Carrier violated Agreement between the parties hereto when on the 7th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at pro rata rate account such violation.

CASE NO. 9

1. Carrier violated the Agreement between the parties hereto when on the 8th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at pro rata rate account such violation.

CASE NO. 10

1. Carrier violated Agreement between the parties hereto when on the 9th day of May 1958 it caused, required or permitted

Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall compensate T. M. Manning for eight hours at pro rata rate account such violation.

CASE NO. 11

1. Carrier violated Agreement between the parties hereto when on the 12th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate H. M. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 12

1. Carrier violated Agreement between the parties hereto when on the 13th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate H. M. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 13

1. Carrier violated Agreement between the parties hereto when on the 14th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall compensate L. L. Davis for eight hours at the pro rata rate account such violation.

CASE NO. 14

1. Carrier violated Agreement between the parties hereto when on the 16th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate T. Manning for eight hours at pro rata rate account such violation.

CASE NO. 15

1. Carrier violated Agreement between the parties hereto when on the 19th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate H. M. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 16

1. Carrier violated Agreement between the parties hereto when on the 20th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate H. M. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 17

1. Carrier violated Agreement between the parties hereto when on the 21st day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at the pro rata rate account such violation.

CASE NO. 18

1. Carrier violated Agreement between the parties hereto when on the 22nd day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at the pro rata rate account such violation.

CASE NO. 19

1. Carrier violated Agreement between the parties hereto when on the 23rd day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate T. Manning for eight hours at pro rata rate account such violation.

CASE NO. 20

1. Carrier violated Agreement between the parties hereto when on the 27th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by the use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate H. M. Thornton for eight hours at pro rata rate account such violation.

CASE NO. 21

1. Carrier violated Agreement between the parties hereto when on the 28th day of May 1958 it caused, required or permitted Extra Gang Foreman L. T. Lynch to transmit communication of record by use of the telephone at Penelope, Texas.

2. Carrier shall be required to compensate L. L. Davis for eight hours at the pro rata rate account such violation.

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 was waived and under date of July 1, 1959, 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: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 10th day of July, 1959.