

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
GULF, MOBILE AND OHIO RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad that:

Carrier violated the agreement between the parties when it required or permitted officials and/or employees not covered by the agreement to handle train orders:

1. (a) On July 28, 1958, a conductor received, copied and delivered a train order at Bixby, Illinois.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference,, in the amount of a day's pay.

2. (a) On October 4, 1958, at Lauderdale, Mississippi, a train service employe delivered a train order.

(b) Carrier shall compensate W. H. Boykin, senior idle telegrapher in the amount of a day's pay.

3. (a) On December 10, 1958, at Berkeley, Kentucky, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate A. D. Houston, senior idle telegrapher, in the amount of a day's pay.

4. (a) On December 19, 1958, at Finger, Tennessee, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate C. E. Suggs, senior idle telegrapher, in the amount of a day's pay.

5. (a) On January 26, 1959, at Kenton, Tennessee, a brakeman received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

6. (a) On February 4, 1959, at Oakton, Kentucky, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

7. (a) On February 7, 1959, at Jobes, Mississippi, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

8. (a) On March 6, 1959, at Oakton, Kentucky, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

9. (a) On February 5, 1959, at Burkeville, Illinois, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

10. (a) On February 19, 1959, at Baldwin, Illinois, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

11. (a) On February 25, 1959, at East Carondelet, Illinois, a conductor received, copied and delivered a train order.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, in the amount of a day's pay.

12. (a) On November 27, 1958 a Road Foreman of Engines transported a train order and delivered it at Mile Post 148.

(b) Carrier shall compensate O. B. Adams, senior idle telegrapher, in the amount of a day's pay.

13. (a) On January 6, 1959, Trainmaster Selph transported a train order and delivered it at Lauderdale, Mississippi.

(b) Carrier shall compensate J. A. Pilkinton, senior idle telegrapher, in the amount of a day's pay.

14. (a) On January 10, 1959, Trainmaster Selph transported a train order and delivered it at Lauderdale, Mississippi.

(b) Carrier shall compensate W. H. Boykin, senior idle telegrapher, in the amount of a day's pay.

15. (a) On December 11, 1958, Trainmaster Fikes transported a train order and delivered it at Crawford, Mississippi.

OPINION OF BOARD: The claims herein involve the same parties and same issues as involved in Award 12761. For the reasons stated in that Award, the claims herein will also be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of July 1964.