

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The New York, New Haven & Hartford Railroad that:

1. The Carrier violated the terms of the effective Agreement between the parties when on March 2, 1954, it declared abolished the regularly established position of Operator-Clerk at Plainville, Connecticut, 2:55 P.M. to 10:55 P.M., without in fact discontinuing the work embraced by said position.
2. The Carrier further violated the Agreement when, concurrently with the discontinuance of the Operator-Clerk position at Plainville, it changed the assigned hours of the Ticket-Agent-Operator position in the same office for the purpose of making it possible to transfer the work of the Operator-Clerk position and assigning the performance of same to the Ticket-Agent-Operator.
3. The Carrier further violated the Agreement when, concurrently with the discontinuance of the Operator-Clerk position at Plainville, it transferred the work and function of the Supervisory Monthly Rated Freight Agent to employees in the freight office not subject to the agreement at that point, and required the occupant of said Supervisory Monthly Rated Freight Agent to suspend work on his own position, for the purpose of making it possible for him to go to the passenger depot and take over the work of the Ticket-Agent-Operator 7:00 A.M. to 12:00 noon each work day.
4. The work of the Supervisory Monthly Rated Freight Agent's position which was transferred to and is now being improperly performed by employees having no rights under the Agreement shall be returned to the scope of said agreement and performed by the rightful owner thereof.
5. L. J. Prior, who was the owner of the improperly abolished Operator-Clerk position, shall be returned to his position and compensated an amount equivalent to the difference between that which he has earned on other positions commencing March 2, 1954, and continuing each day on a day to day basis, and that

which he would have earned had he been permitted to remain on his own position at Plainville.

6. S. N. Imme, the regular occupant of the second shift Operator-Clerk position at Wallingford, Connecticut, who was displaced by L. J. Prior as a result of Prior being removed from his operator-clerk position at Plainville, shall be returned to his position and compensated an amount equivalent to the difference between what he earned on other positions and that which he would have earned had he been permitted to continue on his own position, commencing on the date he was so displaced and continuing on a day to day basis until the violation is corrected.
7. L. J. Prior and S. N. Imme shall be further compensated during the time they have been and are required to work off their rightful assignments at Plainville and Wallingford, respectively, in accordance with the provisions of Article 29.
8. The senior idle extra employe on the district shall be compensated an amount equivalent of one day of 8 hours at the established rate for the operator-clerk position at Plainville, commencing March 2, 1954 and continuing each day until the positions and work involved are restored to their proper status.

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 October 26, 1955, the complainant party 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 4th day of November, 1955.