

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Central Railroad of New Jersey that,

CASE NO. 1:

(1) The Carrier is in violation of the Agreement between the parties signatory thereto when on August 1, 1951, acting alone, it abolished the position of freight agent at the freight station, Atlantic Highlands, New Jersey, without in fact abolishing the work of the position; and

(2) Commencing August 1, 1951, the Carrier further violated said Agreement when it transferred the work of the allegedly abolished freight agent's position at Atlantic Highlands to the ticket agent-operator and operator-clerk at Atlantic Highlands Passenger Station; and

(3) The Carrier shall restore the freight agent's position at the freight station and return the work which it improperly removed therefrom, and compensate the former occupant of the position for any loss of wages he may have incurred by reason of Carrier's improper abolishment of his position and any payment due him in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall appropriately compensate each employe adversely affected, due to Carrier's improper abolishment of said position, for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

CASE NO. 2:

(1) The Carrier is in violation of the Agreement between the parties when on November 1, 1951, acting alone, it abolished the positions of first-shift ticket agent and second-shift ticket agent at the Passenger Station, Roselle, N. J., without in fact abolishing the work of said positions; and

(2) Commencing November 1, 1951, the Carrier further violated said Agreement when it transferred the work of the allegedly abolished first-shift ticket agent's and the second-shift ticket agent's positions at Roselle, N. J., to the freight agent at the Roselle Freight Station; and

(3) The Carrier shall restore the first-shift ticket agent's position and the second-shift ticket agent's position at the Passenger Station and return the work which it improperly removed therefrom, and compensate the former occupants of said positions for any loss of wages they may have incurred by reason of Carrier's improper abolishment of their positions and payment due them in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall appropriately compensate each employee adversely affected, due to Carrier's improper abolishment of said positions, for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

CASE NO. 8:

(1) The Carrier is in violation of the Agreement between the parties when on Monday, December 31, 1951, at the end of the tour of duty, acting alone, it abolished the position of ticket agent at Garwood, New Jersey Passenger Station, without in fact abolishing the work of the position; and

(2) Commencing January 1, 1952, the Carrier further violated said Agreement when it transferred the work of the allegedly abolished ticket agent's position at Garwood, N. J., to the freight agent at the Garwood Freight Station; and

(3) The Carrier shall restore the ticket agent's position at the Passenger station and return the work which it improperly removed therefrom, and compensate the former occupant of the position for any loss of wages he may have incurred by reason of Carrier's improper abolishment of his position, and any payment due him in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall appropriately compensate each employee adversely affected, due to Carrier's improper abolishment of said position, for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

CASE NO. 4:

(1) The Carrier is in violation of the Agreement between the parties hereto when at the end of the tour of duty on Friday, May 23, 1952, acting alone, it abolished the position of ticket agent-operator at the Passenger Station, High Bridge, N. J., without in fact abolishing the work of the position; and

(2) Commencing Saturday, May 24, 1952, the Carrier further violated said Agreement when it transferred the work of the allegedly abolished ticket agent-operator's position at High Bridge, N. J., to the freight agent at High Bridge Freight Station; and

(3) The Carrier shall restore the ticket agent-operator's position at the Passenger Station and return the work which it improperly removed therefrom, and compensate the former occupant of the position for any loss of wages he may have incurred by reason of Carrier's improper abolishment of his position and any payment due him in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall appropriately compensate each employee adversely affected, due to Carrier's improper abolishment of said position, for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

CASE NO. 5:

(1) The Carrier is in violation of the Agreement between the parties when on Monday, June 2, 1952, acting alone, it declared abolished the position of ticket agent-operator at the Passenger Station, 'KY' Keyport, N. J., without in fact abolishing the work of said position; and

(2) Commencing June 2, 1952, the Carrier further violated said Agreement by transferring the work of the allegedly abolished ticket agent-operator's position at 'KY' Keyport, N. J., to the freight agent at Keyport Freight Station; and

(3) The Carrier shall restore the ticket agent-operator's position at the Passenger Station and return the work which it improperly removed therefrom, and compensate the former occupant of the position for any loss of wages he may have incurred by reason of Carrier's improper abolishment of his position, and any payment due him in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall appropriately compensate each employee adversely affected, due to Carrier's improper abolishment of said position, for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

CASE NO. 6:

(1) The Carrier is in violation of the Agreement between the parties when on Wednesday, February 11, 1953 acting alone, it declared abolished the position of ticket agent at the Passenger Station, Dunellen, N. J., without in fact abolishing the work thereof; and

(2) Commencing February 11, 1953, the Carrier further violated said Agreement when it transferred the work of the allegedly abolished ticket agent's position at Dunellen, N. J., to the freight agent at the Dunellen Freight Station; and

(3) The Carrier shall restore the ticket agent's position at the Passenger Station and return the work which it improperly removed therefrom, and compensate the former occupant of the position for any loss of wages he may have incurred by reason of Carrier's improper abolishment of his position, and any payment due him in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall appropriately compensate each employee adversely affected, due to Carrier's improper abolishment of said posi-

tion, for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

CASE NO. 7:

(1) The Carrier is in violation of the Agreement between the parties when on Friday, April 10, 1953, acting alone, it declared abolished the position of second-shift ticket agent at the Passenger Station, Somerville, N. J., without in fact abolishing the work of the position; and

(2) Commencing April 10, 1953, the Carrier further violated said Agreement when it transferred the work of the allegedly abolished second-shift ticket agent's position to the freight agent at Somerville, the latter being moved to the passenger station; and

(3) The Carrier shall restore the second-shift ticket agent's position at the Passenger Station and return the work which it improperly removed therefrom, and compensate the former occupant of said position for any loss of wages he may have incurred by reason of Carrier's improper abolishment of his position, and payment due him in accordance with the provisions of Article 22 of the Agreement; and

(4) The Carrier shall properly compensate each employee adversely affected, due to Carrier's improper abolishment of said position for all wages lost and for payments due under the provisions of Article 22 of the Agreement.

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 21, 1958, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, 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 18th day of December, 1958.