

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE NEW YORK CENTRAL RAILROAD COMPANY (Line West)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad (Line West of Buffalo):

1. That Carrier violated the Agreement between the parties hereto, when on the 23rd day of November, 1953, it declared abolished the position of Ticket Agent-Operator-Leverman at Ligonier, Indiana, without in fact abolishing the work of the position.
2. That Carrier violated the Agreement between the parties hereto when on the 23rd day of November, 1953, acting unilaterally, it changed the classification of the position of Agent (Freight)-Operator, Ligonier, Indiana.
3. That Carrier violated and continues to violate the Agreement between the parties hereto, when, on the 23rd day of November, 1953, and continuing thereafter, it, acting unilaterally, consolidated and merged the position of Agent (Freight)-Operator (Ligonier Freight House) with that of Ticket Agent-Operator-Leverman (Ligonier Passenger Depot), Ligonier, Indiana, and caused and required the occupant of the position of Agent (Freight)-Operator to perform the work, services and duties of the two separately negotiated positions.
4. That Carrier be required to restore position of Ticket Agent-Operator-Leverman at Ligonier Passenger Depot, Ligonier, Indiana.
5. That Carrier be required to restore position of Agent (Freight)-Operator at Ligonier Freight House, Ligonier, Indiana.
6. That C. H. Pomeroy, the owner of a regular assignment at Ligonier, Indiana, and who was displaced therefrom, solely and proximately caused by the violative acts hereinabove set out, shall be compensated for all wages lost and expenses incurred by reason of such wrongful displacement.
7. That senior idle employe (extra in preference) shall be compensated at the pro rata rate of pay applicable to the position of Ticket Agent-Operator-Leverman at Ligonier, Indiana, for 8 hours, each and every day and date such position has not been filled by Carrier in accordance with the Agreement. Such compensation to begin as of November 23, 1953 and to continue each and every day until such violation is discontinued.

8. That Carrier shall permit joint check of records to ascertain the names and amounts due all employees entitled to compensation, as set forth herein.

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 February 21, 1956, 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: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 19th day of March, 1956.