

SPECIAL BOARD OF ADJUSTMENT NO. 421

THE ORDER OF RAILROAD TELEGRAPHERS)
 vs)
NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT)
(except Boston and Albany Division) and)
NEW YORK DISTRICT)

STATEMENT OF CLAIM:

1. Carrier violated the terms of the agreement between the parties when, effective March 26, 1959, it declared abolished the position of Ticket Agent at Mt. Kisco, N.Y. without, in fact abolishing the work of such position which was required daily thereafter.
2. The Carrier violated the terms of the agreement between the parties commencing March 26, 1959 and continuing thereafter when it required the occupant of the position of Freight Agent at Mt. Kisco, N.Y. to undertake and perform the duties of the Ticket Agent in addition to his own duties as Freight Agent.
3. Carrier violated the agreement between the parties when commencing on March 26, 1959 and continuing thereafter, it merged, combined and consolidated the work of the Ticket Agent, Mt. Kisco, N.Y. with the work, services and duties of the Freight Agent, Mt. Kisco, N.Y.
4. The Carrier shall be required to restore the position of Ticket Agent to the same status as that prevailing prior to March 26, 1959.
5. Carrier shall compensate W. W. Irwin, incumbent of the position of Ticket Agent, for all wages lost and expenses incurred as result of the violations herein before set out, as provided in the agreement.
6. All other employes displaced as a result of the violations herein before set out shall be compensated for all wages lost and expenses incurred as provided in the Agreement.
7. The senior idle employe, extra in preference (see Appendix A) shall be paid one day's pay at the rate of the position of Ticket Agent, Mt. Kisco, for each and every day, beginning March 26, 1959, and continuing thereafter until such violation is corrected.
8. A joint check of Carrier's records shall be ordered to ascertain the names and amounts due employes as set forth herein.

OPINION OF BOARD:

Effective March 26, 1959 the Carrier abolished the Ticket Agent position at the Mt. Kisco, New York Passenger Station and the remaining duties of that position were assigned to the higher rated Freight Agent position that had been assigned the Mt. Kisco freight station. At the same time, the Freight Agent position was given overall

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supervision of the services offered by the Carrier at both stations in Mt. Kisco and the title of this position was changed to Agent. An Assistant Agent position remained at the passenger station and a freight clerk position (covered by an employe represented by the Clerks' Organization) remained at the freight station.

We find no violation of the Telegraphers' Agreement in the Carrier's action of abolishing the subject Ticket Agent position and consolidating the remaining duties of that position with those of the Freight Agent, under the new title of Agent. We note that the freight and passenger stations at Mt. Kisco are in the same vicinity. We further note that the incumbent of the present Agent's position works not more than four additional hours per week as compared with the time worked by the Freight Agent before the consolidation of positions.

AWARD:

Claim denied.

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Chairman

/s/ L. Faulds
L. Faulds, Carrier Member

/s/ R. J. Woodman
R. J. Woodman, Employe Member

New York, N.Y.
July 23, 1962

