

SPECIAL BOARD OF ADJUSTMENT NO. 421

AWARD NO. 7  
CASE NO. 7  
ORT NO. 3065

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 and continues to violate said Agreement when effective April 27, 1959, it unilaterally declared abolished the position of assistant agent, Ossining, New York, without in fact, abolishing the work thereof.
2. Carrier violated and continues to violate the terms of the Agreement between the parties when effective April 27, 1959 it ordered the agent, Ossining, New York, to assume the duties of the assistant agent at Ossining, New York at the Ossining Ticket Office, in addition to his own duties at the Ossining, New York Freight Office.
3. Carrier violated and continues to violate the terms of the Agreement between the parties when effective April 27, 1959, it removed the work of billing and waybilling freight destined to and originating at Harmon, New York, from the agent at Ossining, New York, an employee subject to said Agreement, and transferred the work to another station and other employees not subject to said Agreement.
4. The work of billing and waybilling shall be restored to the position of agent, Ossining, New York, and to employees subject to said Agreement from whom it was unilaterally removed.
5. The position of agent, Ossining, New York, shall be restored to its former status.
6. The position of assistant agent, Ossining, New York, shall be restored to the Agreement, and the work of said position and the former incumbent thereof shall be restored thereto, and compensated for all wages lost and travel time and other expenses incurred.
7. All other employees who have been displaced or otherwise affected as a result of the aforementioned violations shall be returned to their former positions and compensated for all wages lost, travel time and expenses incurred.
8. The senior idle employee, extra in preference, shall be paid one day's pay at the rate of the assistant agent, Ossining, New York, for each and every day, commencing April 27, 1959, and continuing thereafter until such violations are corrected.
9. A joint check of the Carrier's records shall be ordered to ascertain the names and amounts due employees as set forth herein.

OPINION OF BOARD:

Subsequent to the hearing before the Board on this claim, the parties jointly advised that they had reached a settlement of the dispute and requested that it be withdrawn from the Board's docket.

AWARD:

Claim dismissed.

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

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

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

New York, N. Y.  
July 23, 1962