

SPECIAL BOARD OF ADJUSTMENT No. 541

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
and
ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement by failing to maintain a Crane Operator's position with permanent headquarters at Port Jervis, N. Y.
2. Claimant Crane Operator Lester Wright be now reimbursed for actual necessary expenses incurred by him October 18, 1963, and on all subsequent dates account of the Carrier's failure to comply with the Agreement.

FINDINGS:

The present claim concerns the abolishment on October 12, 1963 of the position of Locomotive Crane Engineer, Crane 03168, headquartered at Port Jervis, New York. Petitioner maintains that this action was improper since it violated an agreement, reached ten years previously in October 1953 by Carrier and Organization representatives, to the effect that "permanent headquarters" for Crane Operators' positions would be established at Port Jervis and five other locations.

While the record indicates that some such understanding was reached in 1953, none of the essential details of that agreement are in evidence. There is no proof, for example, that the parties agreed that the position in question could not be abolished some ten years later. To prevail, such serious and important points as permanent non-abolishment and a lengthy term of agreement must be evidenced in some reasonably clear manner.

We are not satisfied that the record establishes that Carrier is prohibited from abolishing in 1963 the position in question.

The claim accordingly must be denied.

AWARD:

Claim denied.

Dated at New York, N. Y., this 10th day of March, 1965.

/s/ Harold M. Weston
HAROLD M. WESTON, REFEREE

/s/ Arthur J. Cunningham
ORGANIZATION MEMBER

/s/ R. A. Carroll
CARRIER MEMBER