

AWARD NO. 14
Case No. 18

SPECIAL BOARD OF ADJUSTMENT NO. 259

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 provisions of the Telegraphers' Agreement when, commencing August 26, 1957, it declared abolished the position of Assistant Agent at Lyons Falls, N. Y., and required or permitted an employe not working under the Telegraphers' Agreement to perform work formerly performed by the employes covered by the Telegraphers' Agreement.
2. Carrier shall now pay T. D. Natali, senior extra employe on the Telegraphers' Roster, one day's pay at the rate of the Assistant Agent at Lyons Falls, N. Y., for each and every day, commencing with August 31, 1957, and continuing so long as such work is performed by an employe not covered by the Telegraphers' Agreement.

OPINION OF BOARD:

Prior to August 30, 1955, the force at Lyons Falls, New York consisted of an Agent, an Assistant Agent and a Station Laborer. On August 30 of that year the Station Laborer's position was abolished and a Clerk's position was established. No other change was made in this force until August 26, 1957, at which time the position of Assistant Agent was abolished. The claim is that as a result of the abolishment of said position the occupant of the Clerk's position was required or permitted to perform work formerly performed by the incumbent of the Assistant Agent's position, and that this was violative of the Agreement.

During the progressing of this claim on the property the Carrier offered a written statement in rebuttal of a majority of the factual contentions made by the Organization with respect to whether work was transferred from the abolished Assistant Agent's position to the Clerk's position. The Organization did not attempt to refute the Carrier's rebuttal. It replied, instead, that Management's explanation was not accepted and indicated that the claim would be progressed to this Board. In view of the Organization's failure to attempt to resolve a very substantial conflict in the evidence, we are compelled to accept the Carrier's statement of the facts as correct.

The record indicates that very little work was transferred to the Clerk's position as a result of the abolishment of the Assistant Agent's position, and

AWARD NO. 14
Case No. 18

-2-

that all of such work as was transferred was clerical in nature. There is no showing, or even a contention, that any communication work was transferred to the Clerk. Under this set of facts, we are compelled to conclude that the Agreement was not violated.

AWARD:

Claim denied.

Lloyd H. Bailer
Lloyd H. Bailer, Chairman

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

s/ Chas. N. Faris
Chas. N. Faris, Carrier Member

New York, New York
January 20, 1959

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