

VS

STATEMENT OF CLAIM:

1. Carrier violated the provisions of the agreement between the parties when on November 15, 1954, it declared the position of telephoner-leverman at SS-54 as being abolished when in fact this work of this interlocking plant remained and was required to be performed daily thereafter.
2. Carrier violated the agreement between the parties hereto, when commencing with November 15, 1954, it required the occupant of the agent's position at New Hamburg, N. Y., to assume, undertake and perform the duties at SS-54, New Hamburg, N. Y., in addition to his own regular duties, by making trips, on foot, from the freight office to SS-54, a distance of approximately three quarters of a mile.
3. Carrier violated the agreement between the parties when, commencing November 15, 1954, it merged, combined and consolidated the work services and duties of the position of agent and telephoner-leverman, at two different locations.
4. The Carrier shall now be required to restore the position of telephoner-leverman at SS-54 to the status prevailing prior to November 15, 1954.
5. Carrier shall compensate the employee who held the regular assignment at SS-54 for all wage loss and expenses incurred as a result of this continuing irregularity until it is properly corrected.
6. All other employees displaced as a result of the violation hereinbefore set forth, shall be compensated for all wage loss and expenses incurred as provided in the agreement.
7. That the senior idle employee, extra in preference, shall be paid one day's pay for each day of violation, it being a continuing violation, from the date of occurrence to date of correction.

8. Joint check of Carrier's records be ordered to ascertain the names and amounts due employees as set forth herein.
9. In the event Carrier is unable to produce records for a joint check, the records furnished by the Employees and acknowledged by Carrier July 1, 1958 shall be accepted and employees listed thereon compensated accordingly.

OPINION OF BOARD:

By letter dated November 28, 1958 Carrier advised the Organization that arrangements had been made for payment of this claim on the basis of the claims of claimant employees as furnished with General Chairman Lafferty's letter of July 5, 1958. In view of this development, the parties have mutually requested that this case be withdrawn from the Board's agenda. This request is granted.

AWARD:

Claim dismissed.

/s/ 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
December 19, 1958