

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

F. J. MEENAHAN

READING COMPANY

STATEMENT OF CLAIM: Claim of F. J. Meenahan that the carrier—Reading Company—did on June 9, 1955, violate the Agreement, effective April 1, 1946, as amended, between the Reading Company and The Order of Railroad Telegraphers when it honored the claim of J. J. Walsh to displace F. J. Meenahan as Agent at Mahanoy City, Pennsylvania, and that F. J. Meenahan be restored to his position and compensated as follows:

1. Claim that F. J. Meenahan be restored to his position as Station Agent at Mahanoy City, Shamokin Division.
2. Claim that F. J. Meenahan be compensated for any difference in the hourly rate of pay at Reynolds and the hourly rate of pay at Mahanoy City for the actual number of hours worked at Reynolds.
3. Claim that F. J. Meenahan be paid at the Mahanoy City rate for the actual time required to travel between Mahanoy City and Reynolds, namely, one hour round trip per day, for every day he worked at Reynolds.
4. Claim that F. J. Meenahan be paid for the use of his automobile at the rate prevailing for telegraphers, presently eight cents per mile, for the distance between Mahanoy City and Reynolds, 34 miles round trip.
5. Claim that F. J. Meenahan be compensated for calls of two hours each for every Saturday evening and for every Sunday evening to cover trains 97 and 2020, respectively.
6. Claim that F. J. Meenahan be compensated for any loss in vacation pay due to difference in rates of pay at Mahanoy City and Reynolds.
7. Claim that F. J. Meenahan be compensated for three days loss in vacation for 1955, due to position at Reynolds being allowed 15 days vacation, while the position at Mahanoy City allows 18 days vacation.
8. Claim that F. J. Meenahan be compensated for any loss he might have suffered by not being paid for train orders handled at Mahanoy City when the station was closed.

9. Claim that F. J. Meenahan be compensated at the Mahanoy City rate for one day's pay for every Saturday that he did not work at Reynolds.

10. Claim that F. J. Meenahan be compensated for any earnings to which he might have been entitled if he were Agent at Mahanoy City.

OPINION OF BOARD: As a result of Carrier's abolishing the agency position at Gordon, Pa., a series of displacements followed during the months of May and June, 1955, including the displacement of Claimant Meenahan herein from the position of Agent at Mahanoy City, Pa., by a senior employe, under Rule 27 (a) of the Agreement between the Carrier and The Order of Railroad Telegraphers, effective April 1, 1946, and corrected to September 1, 1951, including Memorandum of Agreement appearing at page 48 thereof which was effective December 1, 1946.

On the basis of the agreement provisions, supra, the instant claim must be denied.

While other issues are mentioned in the record, it is unnecessary to discuss them in view of the decision reached herein.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of August, 1957.