

Award No. 9580

Docket No. CL-8770

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

READING COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the rules of the Clerical Agreement:

1. When on April 24, 1955, clerical work and duties involving reporting, accounting and other services in connection with the sale of Reading Transportation tickets were removed from Ticket Office at Harrisburg, Pa. and subsequently assigned to Ticket Offices operated by employees of the Capitol Bus Company at Harrisburg, Pa.

2. That the Carrier compensate the incumbents of positions of Ticket Clerks at Harrisburg, Pa., i.e., Mr. John Wonders and Mr. Paul Wonders, an additional four (4) hours per day, account of removal of work and duties beginning April 24, 1955.

3. That Mr. John Wonders and all other employees adversely affected, namely: Harry Bowman, L. Strawhecker, Glen I. Woods and H. Treichler, be compensated for all monetary wage loss suffered them by reason of the improper abolishment of position of Ticket Clerk on December 17, 1955 which resulted from the Carrier's improper actions as outlined in Claim #1.

EMPLOYEES' STATEMENT OF FACTS: Prior to April 24, 1955, all duties in connection with the sale of Reading Transportation Co. tickets at Harrisburg, were performed by employees under the Agreement between the Reading Company and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees and had been so performed since the inception of such services maintained by the Reading Company and its subsidiary, the Reading Transportation Co.

The Reading Transportation Co. is a subsidiary of the Reading Company and its facilities are owned, operated and controlled by the Reading Company. All operations of the Reading Transportation Co. in conjunction with its services are directed and maintained under the direct management of the Reading Company. To a great extent, from the inception of the operations of the Reading Transportation Co., its services have been largely an extension to over-the-road automotive facilities and in most instances such services are a replacement of those previously maintained by the Reading Company as a

OPINION OF BOARD: While Carrier questions the manner in which parts 2 and 3 of the claim herein have been handled, it is unnecessary to comment thereupon by reason of the conclusions we have reached concerning part 1 thereof.

The work involved herein admittedly is that of the Reading Transportation Company. Its performance by Carrier's employes was by consent of the Transportation Company in accordance with an arrangement agreed to by the Transportation Company and the Carrier. Its removal by the Transportation Company did not violate the Agreement between the Reading Company and the Clerks' Brotherhood. Consequently the claim will be denied in its entirety.

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 the Employes involved in this dispute are respectively Carrier and Employes 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of October, 1960.