

SPECIAL BOARD OF ADJUSTMENT NO. 591

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

VS.

READING COMPANY

STATEMENT  
OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Reading Company, that:

1. The Reading Company violated our current agreement when it unilaterally, arbitrarily and illegally abolished the second shift (2.00 PM to 10.00 PM) telegraph-clerk's position at West Trenton Station on Wednesday, November 27, 1963. On this same date, Wednesday, November 27, 1963, the Reading Company required the first shift agent-telegrapher position to be changed from 7.20 AM - 3.20 PM, to 1.45 PM to 9.45 PM leaving the work previously done by the agent-telegrapher, to be performed by employees not under the 'scope' of our current Agreement, i. e., clerks, who now keep the ticket window open to sell tickets, work which formerly was done by the agent-telegrapher.

2. In consequence of the above violation the Reading Company is required to restore the first shift agent-telegrapher's position from 1.45 PM - 9.45 PM, to its former hours of 7.20 AM - 3.20 PM, and to restore the former second shift telegrapher-clerk's position to 2.00 PM - 10.00 PM, as they were prior to November 27, 1963.

3. In consequence of the above violation the Reading Company is required to pay to former first shift agent-telegrapher, Mrs. C. Trumbauer, off-assignment pay (one and one-half day's pay, at West Trenton's agent-telegrapher's prevailing rate, which currently is \$2.6828 perhour, in addition to her regular day's pay) account of suspending her from her rightful work, first shift agent-telegrapher at West Trenton 7.20 AM to 3.20 PM, and requiring her to claim first shift agent's position at Langhorne Station, 6.30 AM to 3.30 PM. Mrs. Trumbauer also should be paid for any necessary expenses while away from her regular position, plus all actual traveling time from West Trenton Station to any future position. These payments should be computed from December 30, 1963 until violation is corrected.

4. In consequence of the above violation the Reading Company is required to pay one day's pay, at the prevailing agent-telegrapher's rate which currently is \$2.6828 per hour, plus or minus any future increases or decreases, for each day that the first shift CLERK is permitted to sell tickets, or

any other work formerly performed by the agent-telegrapher to Mr. J. W. Montague, Jr., or to the senior, idle telegrapher, extra in preference, from December 30, 1963, until violation is corrected.

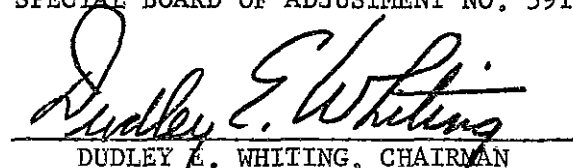
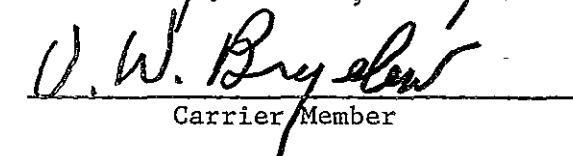
5. This claim is being entered as a 'continuing claim' as provided for in Article 5, Section 3, of the August 21, 1954 Agreement. Claimant(s), date(s) and amount(s) due to be determined by a joint check of applicable company records."

**CINDINGS:** The selling of tickets was performed by clerks as well as the agent and the telegrapher clerk prior to the abolishment of the latter position at West Trenton, so that work was not exclusively performed by telegraphers and is not a valid basis for the claim.

**AWARD:** Claim denied.

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Organization Member

  
DUDLEY E. WHITING, CHAIRMAN  
  
Carrier Member

DATED: March 24, 1966.