

SPECIAL BOARD OF ADJUSTMENT NO. 591

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

VS.

READING COMPANY

STATEMENT
OF CLAIM:

"The Reading Company, Philadelphia, Reading and Pottsville Telegraph Company violated our current Agreement when and because on Thursday, April 2nd, 1964, the Company arbitrarily, without conference or agreement, abolished the first shift Telegrapher-teletype-operator position, and the second shift Wire-Chief position in "DC" Relay Office, Reading, Pa., reclassifying the first shift Manager's position, and establishing an "Operator" position on the second shift without agreement, rearranging the relief position, permitting and/or requiring employees NOT under the scope of our Agreement (Supervisors, Clerks, Maintainers), to handle communications of record, and perform work formerly done by our members.

2. In consequence of the above violation, the Company is required to pay to Mr. J. R. Gibson off-assignment pay (one and one-half day's pay) at the rate of his former position as Manager, in addition to whatever regular days pay he receives, for each day that his position is required to work both as Manager and Operator, or to his successor.

3. In consequence of the above violation, the Company is required to pay to Mr. H. L. Snyder off-assignment pay (one and one-half days pay) at the rate of his former positions, in addition to whatever regular days pay he receives for each day that he is required to work any position, day or time different than which he was working prior to April 2, 1964 on his former relief position, commencing from when he returns from sick leave until relief position is restored as it was prior to April 2, 1964, or to his successor.

4. In consequence of the above violation, the Company is required to pay to Mr. D. V. Wright, or to his successor, one and one-half day's pay for each day that he is required to work his former rest day (Mondays), and will be paid a day's pay for each (Wednesday) that he is required to lay off, until his rest days are restored as they were prior to April 2, 1964.

5. In consequence of the above violation, the Company is required to pay to Lucille E. Evans off-assignment pay (one and one-half day's pay) at the rate of her former position as second shift Wire Chief, in addition to whatever regular days pay she receives, for each day that she is required to work any position, day/or time, other than her former position, commencing from April 2, 1964 until second shift Wire Chief position is restored and she is placed thereon.

6. In consequence of the above violation, the Company is required to pay to Florence C. Day off-assignment pay (one and one-half days pay) at the rate of her former position as first shift Operator, in addition to whatever regular days pay that she receives, for each day that she is required to work any position, day or time, other than her former position, commencing from April 2, 1964, until first shift operator's position is restored and she is placed thereon.

7. In consequence of the above violation, the Company is required to pay one day's pay to Extraman J. Y oung, and/or the senior idle Telegrapher extra in preference, at the daily rate of the former operator's position on the first shift in "DC" Office (\$21.6384) for each day that the position has, and will, be abolished until restored as it was prior to April 2, 1964.

8. In consequence of the above violation, the Company is required to pay one day's pay to Extrawoman M. McGonigle, and/or the senior idle Telegrapher extra in preference, at the daily rate of the former Wire Chief's position on the second shift in "DC" Office (\$22.5504) for each day that the position has, and will, be abolished until restored as it was prior to April 2, 1964.

9. In consequence of the above violation, the Company is required to restore all of the positions, in "DC" Relay Office, as they were immediately prior to April 2, 1964.

10. 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 Company records."

FINDINGS:

It appears that the Carrier discontinued certain reports and reclassified others so they could be transmitted by mail instead of teleprinter and etc. This was an exercise of its managerial responsibilities. It also eliminated one position on the first shift at DC Relay Office because of a general decline in business and those actions respecting certain reports.

While the claim alleges that employes without the scope of the agreement thereafter performed communications of record, the evidence does not sustain the allegation primarily because such reports were no longer communications of record or transmitted by telegraph, telephone, etc.

AWARD: Claim denied.

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John T. Finnegan (Dissenting)
Organization Member

Dudley E. Whiting
DUDLEY E. WHITING, CHAIRMAN
V. W. Brydson
Carrier Member

DATED: March 24, 1966.