

SPECIAL BOARD OF ADJUSTMENT NO. 591

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

VS.

READING COMPANY

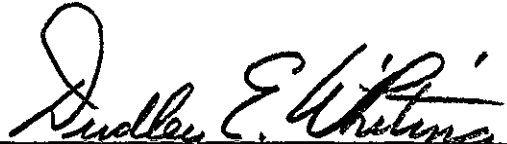
STATEMENT  
OF CLAIM:

- "1. The Reading Company, unilaterally, arbitrarily, and illegally abolished the first shift telegrapher-clerk position at "JK" Jenkintown, effective April 1, 1964, reclassifying the agent's position to agent-telegrapher-clerk in violation of our current Agreement, and permitting or requiring other employees not under the scope of our Agreement to perform work formerly done by our craft.
2. In consequence of the above violation the Reading Company is required to pay to Mr. J. C. DeSantis off-assignment pay (one and one-half day's pay) at the rate of his former position as agent at Jenkintown, in addition to the regular day's pay that he receives from whatever position he works, and any necessary expenses incurred by this arbitrary abolishment. He will also receive the difference, in monthly pay, for any loss suffered by this improper abolishment.
3. In consequence of the above violation the Reading Company is required to pay Mr. S. V. Zagorsky off-assignment pay (one and one-half day's pay) at the rate of his former position as telegrapher-clerk at "JK" Jenkintown, in addition to the regular day's pay that he receives from whatever position he works, and any necessary expenses incurred by this arbitrary abolishment. He will also receive the difference in his daily rate for any loss suffered by this improper abolishment.
4. In consequence of the above violation the Reading Company is required to restore the telegrapher-clerk's position as it was prior to April 1, 1964, plus or minus any negotiated wage increases or decreases. Also reclassify the agent's position as it was prior to April 1, 1964, performing the same duties as was done then, and prohibiting the clerical forces from performing work formerly done by our members.
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 Company's records."


FINDINGS: The selling of tickets at Jenkintown was performed by a Ticket-Clerk from 3.30 to 11.30 P.M. before the Telegrapher-Clerk position was abolished and the hours of the Agent position were changed, so that work is not a valid basis for the claim. See our Award No. 31.

AWARD: Claim denied.

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DUDLEY E. WHITING, CHAIRMAN

  
Organization Member

  
Carrier Member

DATED: March 24, 1966.