

SPECIAL BOARD OF ADJUSTMENT NO. 591

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

VS.

READING COMPANY

STATEMENT
OF CLAIM:

"1. The Reading Company violated and continues to violate our current Agreement by permitting and/or requiring employees (clerks), who are not included in the "scope" of our Agreement, to perform "communications of record work" (OS'ing trains, etc.), at Richmond, located in the Trainmaster's building on the Richmond Branch, Philadelphia Division. The violations were committed on the dates listed below, among others, shown on Attached Exhibit A.

2. In consequence of the violation listed above, the Reading Company is required to pay to those Claimants listed on the attached Exhibit B, one (1) day's pay, for each day (shift), at the minimum daily, tower rate on the Division, for the following dates: January 18, 19, 20, 21, 22, 23 and 24, 1965. (Eight (8) hours pay for each eight (8) hour shift, or three (3) days pay for each day of violation).

3. In consequence of the violation listed above, the Reading Company is required to restore this work to employees listed under the "scope" of our current Agreement.

4. This claim is being entered as a "continuing claim," as provided for in the August 21, 1954 Agreement, section V (3), for those dates subsequent to January 24, 1965, in favor of the senior idle Telegrapher (extra in preference), as though they were listed in item 2 above to be paid on the same basis as outlined therein, for each continuing date until violation is either corrected or discontinued. A joint check of Company records to be held to determine Claimants, dates, amounts due, etc."

FINDINGS:

It appears that for over 30 years the crew clerk at Port Richmond has reported train times to the dispatcher on the telephone. This practice antedates the Telegraphers' Agreement, made in 1946. In our Awards Nos. 4 and 5 we interpreted the scope rule. Accordingly it is not possible now to find that the work performed by those crew clerks is a violation of the Telegraphers' Agreement.

In other situations of this kind it has been accepted that the telephone communications by the clerk should be made through an operator at an open station rather than directly with the dispatcher. The long continued practice precludes any monetary claim but does not bar an award requiring that procedure prospectively.

AWARD:

Claim denied, except that hereafter the crew clerk at Port Richmond shall communicate by telephone with an operator subject to the telegraphers' agreement instead of directly with the dispatcher.

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John T. Kungas (Partial)
Organization Member

Dudley E. Whiting
DUDLEY E. WHITING, CHAIRMAN

U. W. Bryson
Carrier Member

DATED: March 24, 1966.