

SPECIAL BOARD OF ADJUSTMENT NO. 591

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

vs.

READING COMPANY

STATEMENT
OF CLAIM:

"Claim of the General Committee of the Transportation-Communication Employees Union on the Reading Company, that:

1. The Reading Company violated our current agreement when and because on April 1st, 1964 it abolished, unilaterally and arbitrarily, the Telegrapher-Clerk position at "CK" Darby Creek, permitting and/or requiring employees not under the "scope" of our agreement to perform "Communications of record" work, previously done by the Telegrapher-Clerk.
2. In consequence of the above violation, the Reading Company is required to restore the Telegrapher-Clerk's position, as it was prior to April 1st, 1964, plus or minus any negotiated wage increases.
3. In consequence of the above violation the Reading Company is required to pay to Mr. D. L. Kisielis, off-assignment pay (one and one-half day's pay) at the former Telegrapher-Clerk's rate (\$2.5188 per hour) at "CK" Darby Creek, in addition to the regular day's pay that he receives, for each day that he is held off his regular assignment (first shift Telegrapher-Clerk "CK"), plus any necessary expenses incurred by the arbitrary change.
4. In consequence of the above violation the Reading Company is required to pay to Extraman P. A. Try, or the senior idle Telegrapher, extra in preference, a day's pay for each day that the first shift Telegrapher-Clerk's position at "CK" is left unfilled, at the Telegrapher-Clerk's rate of \$2.5188 per hour.
5. This claim is being entered as a "continuing claim" as provided for in Article 5, Section 3, of the August 21st, 1954 Agreement. Claimant(s) dates, and amount(s) due to be determined by a joint check of applicable Company records."

FINDINGS:

The position involved in this claim was abolished in March 1958, restored in February 1959, abolished in January 1961, restored in May 1961 because of a maintenance of way project, and abolished on March 31, 1964 due to termination of the maintenance of way project. Notice was given that

Darby Creek would not be open for train orders, messages, etc., and train crews were instructed to report arrival eastbound and departure westbound to FS Tower by telephone from the yardmaster's office. This communication by telephone with the nearest train report office is similar to the work involved in our Docket No. 5 and is not a violation of the agreement.

AWARD: Claim denied.

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Dudley E. Whiting
DUDLEY E. WHITING,
CHAIRMAN

John F. Finnegan (Dissenting)
Organization Member

U W Boyden
Carrier Member

DATED: March 24, 1966.