

AWARD NO. 25

DOCKET NO. 25

GR.DIV.: '3397

SPECIAL BOARD OF ADJUSTMENT NO. 591

THE ORDER OF RAILROAD TELEGRAPHERS

VS.

READING COMPANY

STATEMENT
OF CLAIM:

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

1. Carrier violated the agreement between the parties when on October 17, 18, 19, 20, 21, 1960 it required John P. Kistler to suspend work on his regular assignment as Telegrapher - Clerk and work the position of Agent at Evansville, Pennsylvania.
2. Carrier further violated the agreement between the parties when on October 17, 18, 19, 20, 21, 1960 it failed to assigned extra telegrapher N. Evans to the position of Agent at Evansville, Pennsylvania and failed to call him for service on this position on October 22, 1960.
3. Carrier shall be required to compensate J. P. Kistler in the amount of eight hours pay at the rate of his regular position, from which suspended, on October 17, 18, 19, 20, 21, 1960; and the difference between the straight time rate and the time and one-half rate of the Agent's position, which he worked, on the same dates.
4. Carrier shall be required to compensate extra telegrapher N. Evans in the amount of the difference between the rate of the Telegrapher-Clerk position and the Agent position on October 17, 18, 19, 20, 21, 1960; and for eight hours at the time and one-half rate of the Agent position on October 22, 1960."

FINDINGS:

Article 22 provides that regularly assigned employees will not be required to perform service on other than their regular positions except in emergencies. This is inconsistent with provisions of the Vacation Agreement which comprehend the use of regularly assigned employees to fill positions of employees on vacation. Article 13 of the Vacation Agreement provided a procedure for the resolution of such differences by agreement and the interpretations of the Vacation Agreement by Referee Morse pointed out the necessity to use that procedure to resolve such inconsistencies.

This Board does not have the authority to modify either agreement and, since this claim is supported by Article 22, must sustain the claim.

AWARD: Claim sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 591

/s/ Dudley E. Whiting
DUDLEY E. WHITING, CHAIRMAN

/s/ John T. Finnegan
JOHN T. FINNEGAN
Organization Member

/s/ V. W. Bigelow
V. W. BIGELOW
Carrier Member

PHILADELPHIA, PA.

JAN 10 1966

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