

AWARD NO. 28

DOCKET NO. 28

GR.DIV.: 3758

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:

CLAIM NO. 1

1. Carrier violated our current Agreement when it required Claimant G. D. Horter to work second trick (3:00 P.M. to 11:00 P.M.) at 'RA' Tower, Race Street, commencing November 18, 1961, instead of being assigned to third trick (11:00 P.M. to 7:00 A.M.) No. 1 towerman's position at 'RA'.
2. In consequence of the above violation, the Carrier is required to compensate claimant punitive time at the rate of the job he is required to work (presently No. 1 towerman second trick 'RA' Tower) and pro rata for each day he should be working third trick No. 1 towerman's position, plus or minus any subsequent increases or decreases, for each day he is held off his rightful assignment, third trick 'RA' Tower. Rest days to be handled and compensated for assuming claimant was awarded 'RA' Tower, third trick, bulletin No. 113.
3. This claim is being entered as a continuing claim, commencing from November 18, 1961, until date violation is corrected, as per the August 21, 1954 Agreement, Article V (3). Amount to be determined by a joint check of claimant's payroll record.

CLAIM NO. 2

1. Carrier violated our current Agreement when it required Claimant J. T. Finnegan to work third trick (11:00 P.M. to 7:00 A.M.) at 'RA' Tower, Race Street, commencing November 12, 1961, instead of being assigned to first trick (8:00 A.M. to 4:00 P.M.) 'KI' Tower, Jenkintown.

2. In consequence of the above violation, the Carrier is required to compensate claimant punitive time, at the rate of the job he is required to work (presently No. 1 towerman 'RA' Tower, \$2.79 hour) and pro rata time for each day at 'KI' Tower hourly rate (presently \$2.644 hour), plus or minus any subsequent increases or decreases, for each working day he is held off his rightful assignment 'KI' Tower. Rest days to be handled and compensated for assuming claimant was awarded 'KI' Tower, first trick.
3. In consequence of the above violation, the Carrier will pay claimant for all traveling time due at the rate of the job held, not exceeding the travel time from 'KI' Tower to the job required to work, which is presently 'RA' Tower, Race Street, which involves twenty minutes travel.
4. This claim is being entered as a continuing claim commencing from November 12, 1961 until date violation corrected, as per the August 21, 1954 Agreement, Article V (3). Amount to be determined by joint check."

AWARD: These claims were settled by the parties and are dismissed.

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, 1965.