

SPECIAL BOARD OF ADJUSTMENT NO. 591

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

VS.

READING COMPANY

STATEMENT
OF CLAIM:

- "1. The Reading Company violated our current Agreement by permitting and/or requiring employees NOT under the "scope" of our Agreement to perform work belonging to members of our Union, on Tuesday, December 1, 1964. This work was formerly handled by a member of our Union, Mr. W. J. Croke, at 23rd & Arch Street Agency, and was unilaterally transferred to Broad Street Station, a position NOT under the "scope" of our Agreement.
2. In consequence of the above violation, the Reading Company is required to restore the work to members under the "scope" of our Agreement.
3. In consequence of the above violation, the Reading Company is required to pay to Claimant W. J. Croke a day's pay in addition to any other compensation he receives, at the rate of his former position, Agent - 23rd & Arch Streets, plus or minus any increases or decreases made between the date of violation and time of settlement.
4. This claim is being entered as a "continuing" claim, as provided for in the August 21, 1954 Agreement. Amount due to be determined by a joint check of applicable company records."

FINDINGS:

Prior to November 10, 1964 a clerk was employed at 23rd and Arch Streets to make track checks, demurrage reports and do miscellaneous clerical work. On that date, after negotiation with the Clerks' Organization, that position was abolished and the work transferred to the clerical force at Broad Street Station.

An agent had also been employed at that station. On December 1, 1964, the Pennsylvania Public Utility Commission authorized a change of status from an agency to a non-agency freight station at that location. The telephone was removed, the station was closed, and the agent's position was abolished.

The claim is based upon the continuation of track checks at that location by clerks from Broad Street Station. This is simply clerical work and, since there is no longer an agency at that location, the telegraphers' agreement is not applicable and is not violated by its performance by clerks.

AWARD: Claim denied.

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John F. Finnegan (Dissenting)
Organization Member

Dudley E. Whiting
DUDLEY E. WHITING, CHAIRMAN
V. W. Brubaker
Carrier Member

DATED March 24, 1966.