

Award No. 30

Docket No. 30

SPECIAL BOARD OF ADJUSTMENT NO. 553

CARRIER: TEL-152-1148

COMMITTEE: C-508-1

GRAND DIV.: 762.1/53

TRANSPORTATION - COMMUNICATION EMPLOYEES UNION

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

ROY R. RAY, Referee

STATEMENT OF CLAIM:

"1. The Carrier violated, and continues to violate, the current Telegraphers' Agreement between the parties, particularly Rules 1, 2, 3, 4, 5, 6, 7, 14, 15, 16, 17, 19, 21, 40 and 41, or any other Rule of the Agreement having application to the instant case, beginning August 5, 1960 and continuing each date thereafter, when the Carrier required or permitted work belonging exclusively to employees covered by the Scope Rule of the Telegraphers' Agreement to be removed therefrom and to be performed by employees of another class and craft, such as Assistant Chief Dispatchers, clerical employees assigned to the Chief Dispatcher's office (stenographers for example), Supervisors, Assistant Supervisors and others.

"2. As a consequence of the violation being required or permitted at Ogden, Utah, the Carrier shall be required to comply with the Rules governing the employment and compensation of the Telegraph Service employees, and during the interim from August 5, 1960, until the violation ceases, the Carrier shall compensate:

- (a) L. P. Chamberlain, Telegrapher-PMO-Clerk, Ogden, Utah, or his successor, for one special call at the rate of his assigned position each Sunday, Monday, Tuesday, Wednesday and Thursday.
- (b) D. D. Terry, Relief Manager-Wire Chief-Telegrapher-PMO, Ogden, Utah, or his successor, for one special call at the rate of his assigned position each Friday.
- (c) R. E. Pecknik, Relief Wire Chief-Telegrapher-PMO-Clerk, Ogden, Utah, or his successor, for one special call at the rate of his assigned position each Saturday.

(d) Claimants named above stand for the calls due to going off or coming on duty on their regular assignment nearest to the time of violation. If abolishment or reclassification of positions, a change in the time of violation, or any other change, causes one of them to cease to fulfill this qualification, then, as of the date such change becomes effective the claim for that employe shall be transferred to the other employes at Ogden, Utah who do go off or come on duty on his regular assignment nearest to time of violation.

(e) Joint check of the Carrier's records is requested to determine evidence of the violations being required or permitted by the Carrier, and to determine the list of all proper claimants and the amount of compensation due each claimant."

OPINION OF BOARD: This case is strikingly similar to Docket No. 29. Here the Union alleges that Carrier violated the Agreement on August 5, 1960 and subsequent dates by requiring or permitting non-telegraphers in the Chief Dispatcher's office at Ogden, Utah to transmit by telephone to a supervisor in the General Offices at San Francisco, a morning situation report covering the Salt Lake Division.

For many years prior to 1960, a morning situation report had been transmitted by teletype to the General Offices in San Francisco. This report, known as the morning "Ink Report", gave statistical data on various phases of train operations on the Salt Lake Division. According to the present General Chairman who was at Ogden from 1955 to 1964, as Wire Chief, Telegrapher and Printing Machine Operator, this report was prepared in the Chief Dispatcher's office daily and sent to the telegraph office between 5 and 6 a.m. He had instructions to send it to San Francisco promptly upon receipt. When the report

was late he was required by the San Francisco office to explain the delay. On August 5, 1960 Carrier issued instructions to discontinue sending the report by teletype and instead to duplicate it and send the copies by mail to San Francisco. These instructions were followed. Shortly thereafter the District Chairman learned that the report was being telephoned to San Francisco and then filed the present claim.

Carrier says that non-telegraphers at Ogden had been telephoning this same information or a considerable part of it to the Transportation Department in San Francisco since 1942. By Carrier's own admission these telephoned reports cover the situation at certain yards and the performance of certain trains on the division. The present General Chairman, then District Chairman at Ogden, denies that prior to August 1960 he had knowledge that any employees except telegraphers were transmitting the situation report information to San Francisco.

Carrier has made the same arguments in this case as in Docket No. 29. In fact its brief is identical. On principle the cases cannot be distinguished. If anything, the Union's showing that it had no knowledge of the telephoning of the information by non-telegraphers is stronger here.

For the reasons expressed in Award 29 we hold that the report being telephoned by non-telegraphers is a communication of record and that its transmission belongs to telegraphers. The Carrier's acts violated the Agreement.

#### AWARD


The claim is sustained for one call payment each for telegraphers Chamberlain, Terry, and Pechnik. The continuing part

of the claim is denied. Carrier is directed to restore to telegraphers the transmission of the information in this situation report.

## SPECIAL BOARD OF ADJUSTMENT NO. 553

  
Roy R. Ray, Chairman

  
D. A. Bobo, Employee Member

  
L. W. Sloan, Carrier Member

San Francisco, California

September 2, 1965