

Award No. 32

Docket No. 32

CARRIER: TEL-152-116

COMMITTEE: G-575-1

GRAND DIV.: 762.1/53

SPECIAL BOARD OF ADJUSTMENT NO. 553

TRANSPORTATION - COMMUNICATION EMPLOYEES UNION

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

ROY R. RAY, Referee

STATEMENT OF CLAIM:

"1. Carrier violated and continues to violate the provisions of the Telegraphers' Agreement between the parties, particularly Rules 1, 2, 3, 4, 5, 6, 7, 14, 15, 16, 17, 19, 20, 21, 40 and 41, or any other Rule of the Agreement having application to the instant case, beginning July 15, 1960 and continuing each date thereafter, when the Carrier required or permitted work belonging exclusively to employees covered by the Scope Rule of the current Telegraphers' Agreement to be removed therefrom and to be performed by employees of another class and craft, such as Supervisors and/or Assistant Supervisors and others assigned to the office of Mr. J. H. Hatcher, General Superintendent of Transportation, located at 65 Market Street, San Francisco, California.

2. As a consequence of the violations being permitted at Mr. Hatcher's office, 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 July 15, 1960, until the violation ceases, the Carrier shall compensate an extra or regular assigned employee, as follows:

3. (a) Claim in behalf of Mary T. Stein, extra Telephone Message-Printer Machine Operator, 'BD' General Telegraph Office, San Francisco, California, or her successor, shall be paid eight (8) hours compensation at the pro rata rate of pay, each date, July 15, 17 and 18, 1960.

(b) Claim in behalf of W. J. Clayberg, extra Telephone Message-Printer Machine Operator, 'BD' General Telegraph Office, San Francisco, California, or his successor, shall be paid eight (8) hours compensation at the pro rata rate of pay, each date July 16 and 21, 1960.

(c) Claim in behalf of Nora C. Morrow, extra Telephone Message-Printer Machine Operator, 'BD' General Telegraph Office, San Francisco, California, or her successor, shall be paid eight (8) hours compensation at the pro rata rate of pay July 19, 1960.

(d) Claim in behalf of Doris S. Bell, extra Telephone-Message-Printer Machine Operator, 'BD' General Telegraph Office, San Francisco, California, or her successor, shall be paid eight (8) hours compensation at the pro rata rate of pay July 20, 1960.

4. On each date, in each instance subsequent to July 21, 1960 that the Carrier permits or requires employes of another class and craft at Mr. Hatcher's office, 65 Market Street, San Francisco, California, to fill positions and perform work belonging exclusively to the Telegraph class of employes the Carrier shall be required to pay the senior, qualified, idle extra Telegrapher, or if no senior extra Telegrapher is available, then the senior, idle, regularly assigned Telegrapher at 'BD' General Telegraph Office, 65 Market Street, San Francisco, California, shall be paid eight (8) hours' compensation or the applicable compensation provided for under the prevailing agreement.

NOTE: Request is made for a joint check of the Carrier's records in order to determine the evidence of the violations being required or permitted by the Carrier, also in order to determine the proper claimants and the amount of compensation due each claimant."

OPINION OF BOARD: This differs from the other situation report cases in that the violation charged here is the receipt by non-telegraphers of these reports. The Union alleges that Carrier violated the agreement on the dates mentioned and continues to violate it by having supervisory employes in the office of the General Superintendent of Transportation in San Francisco, not covered by the Agreement, receive by telephone from various named terminals information covering train operations, usually called situation reports.

Prior to 1942 the type of information and report involved here was always received by the telegraphers by wire, and the Union says this continued up until shortly before this claim was filed. The record shows that in March 1960, Carrier directed that the teletyping of these reports be discontinued and this was done. The Union says that this was when Company

began to have the reports sent and received by telephone. The Company has offered evidence to show that these reports were being received by non-telegraphers in the San Francisco office as far back as 1942. The Union denies any knowledge of this practice.

Other situation report cases dealt with the transmission of the information. This one deals with the receipt of it. There is no basis for a different result here. We hold that these reports were communications of record and that telegraphers are entitled to the work of receiving as well as transmitting them. By Carrier's action in having non-telegraphers in San Francisco receive these reports by phone it violated the Agreement. The Union did not lose its right to assert a violation by not filing a claim at an earlier time. The work was effectively removed from the telegraphers in 1960. See Awards 28 and 31 of this Board.

AWARD

The claim is sustained for one day's pay for each of the telegraphers named in the claim. The continuing part of the claim is denied. Carrier is directed to restore the work of receiving the information in this report to telegraphers in the San Francisco office.

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