Award No. 29

Docket No. 29

CARRIER: TEL-152-1
COMMITTEE: H-203-
GRAND DIV.: 762.1

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, 21, 40 and 41, or any other Rule of the Agreement having application to the instant case, beginning July 11, 1960 and continuing each date thereafter, when the Carrier required or permitted work belonging exclusively to employes covered by the Scope Rule of the current Telegraphers' Agreement to be removed therefrom and to be performed by employes of another class and craft such as Assistant Chief Dispatchers and clerical employes assigned in the Chief Dispatcher's office.

"2. As a consequence of the violation being permitted at Bakersfield, the Carrier shall be required to comply with the Rules governing the employment and compensation of the Telegraph service employes and during the interim from July 11, 1960 until the violation ceases, the Carrier shall compensate an extra or regular assigned employe as follows:

"3. (a) Claim in behalf of Jack Panick, Telegrapher-PMO-Clerk, Bakersfield, or his successor, shall be paid a special two (2) hour call at the overtime rate of pay each date violation occurs, commencing July 11, 1960.

(b) Claim in behalf of D. Meyers, relief Wire Chief-Telegrapher, Bakersfield, or his successor, shall be paid a special two (2) hour call at the overtime rate of pay each date violation occurs, commencing July 16, 1960.

"4. On each date, in each instance subsequent to July 11, 1960, that the Carrier permits or requires employes of another class and craft at Bakersfield, 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 Bakersfield shall be paid a special call or eight (8) hours at the overtime rate, 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 is another case involving transmission of information concerning the performance of trains. The Union alleges that Carrier violated the Agreement on July 11, 1960 and subsequent dates by requiring or permitting employees in the Chief Dispatcher's office at Bakersfield, not covered by the Agreement to transmit by telephone to the General Superintendent's office in San Francisco a morning situation report covering the San Joaquin Division.

For many years prior to 1960 a morning report, compiled in the Chief Dispatcher's office at Bakersfield had been filed in the telegraph office there and transmitted by teletype to the General Office in San Francisco. This report known as the morning "Ink Report" gave statistical data on the various phases of train operations on the San Joaquin Division for the preceeding 24 hours. Since 1942 Carrier has been having non-telegraphers at Bakersfield telephone this same information or a considerable part of it to the Transportation Department in San Francisco. By Carrier's own admission these telephone reports cover the situation at certain yards and the performance of certain trains on the division. In March 1960 the Transportation Department directed that the teletyping of the Morning Ink Report be discontinued and that thereafter it be sent by mail. A few months later the Union filed this claim.

Carrier argues that there has been no diversion of work from the telegraphers to other employees; that what happened was merely the discontinuance of certain telegraphic work in connection with the Ink Report and the substitution of mail service in lieu thereof, and that the information mailed is the same as that in the prior teletyped report. It says that the information phoned is the same as that prior to the discontinuance of the telegraphic report and that it has not been enlarged as a result thereof. Carrier contends that the Union has failed to produce proof that the telephoning of the information has been exclusively reserved to telegraphers.

The Union denies that it was aware that prior to 1960 the report was being telephoned by non-telegraphers; it says it had no reason to suspect that this was being done since telegraphers were still transmitting the report by teletype each day. While Carrier says that the telephoned information is not an exact duplicate of that which is phoned it admits that much of the same information in the Ink Report was and still is being telephoned. It has no explanation for the duplication in sending the same information by teletype and telephone or now by mail and telephone.

We are satisfied that the situation report being telephoned each day is a communication of record and that its transmission belongs to telegraphers. We are unable to distinguish this case in principle from those involved in Dockets 27 and 28. Therefore, for the reasons expressed in those awards we hold that the telephoning of the information by non-telegraphers violated the Agreement. Carrier's argument that

no work has been taken from telegraphers is without merit. It was removed in two steps - first Carrier started the telephoning of the report along with the teletyped report; then it discontinued the teletyped report. There is no evidence to show that the telegraphers ever acquiesced in the practice of the Company in having other employees telephone the report (actually no proof that they were aware of it). Consequently we hold that they were entitled to assert the violation in 1960 when the teletyping was taken from them. Award 12667.

The interest of the telegraphers is fully protected in having the work restored to them. Consequently we reject any continuing claim.

AWARD

Claim sustained for one call payment each for Telegrapher--clerk Panick and Relief Wire Chief Meyers for the dates of July 11 and 16 respectively. The continuing part of the claim is denied. Carrier is directed to restore to telegraphers the transmission of the information in the situation report.

SPECIAL BOARD OF ADJUSTMENT NO. 553

Roy R. Ray, Chairman

D. A. Bobo, Employe Member

L. W. Sloan, Carrier Member

San Francisco, California
September 2, 1965