

Award No. 31

Docket No. 31

CARRIER: TEL-152-116

COMMITTEE: A-432-1

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, 21, 40 and 41, or any other rule of the Agreement having application to the instant case, beginning July 8, 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 craft and class, such as Assistant Chief Dispatchers, clerical employees assigned in the Chief Dispatcher's office, (stenographers for example), Supervisors, Assistant Supervisors and others.
- "2. As a consequence of the violation being permitted at Eugene Yard, Oregon, 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 8, 1960 until the violation ceases, the Carrier shall compensate an extra or regular assigned employee as follows:
- "3. (a) Claim in behalf of senior, available extra man, or if no extra man available, claim in behalf of regular assigned man on his rest days, or his successor, shall be paid 8 hours compensation each date violation occurs, commencing July 8, 1960. In this instance, on July 8, 1960, claim is presented in behalf of R. E. Harries, regular Third Trick Telegrapher-clerk-PMO, hours from 12:01 A.M. to 8:00 A.M., Friday and Saturday rest days, Eugene Yard, Oregon.
- "4. On each date, in each instance subsequent to July 8, 1960, that the Carrier requires or permits employees of another class and craft at Eugene Yard, Oregon to fill positions and perform work belonging exclusively to the Telegraph class of employees, 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 Eugene Yard, shall be paid a special call, or eight (8) hours at the overtime rate, or the applicable compensation provided for under the prevailing Agreement."

OPINION OF BOARD: This case is very similar to Docket No. 28; it involves the transmission of the Morning Situation Report. The Union alleges that Carrier violated the Agreement on July 8, 1960 and subsequent dates by having a clerk or other non-telegrapher in the Dispatcher's office at Eugene Yard, Oregon telephone the morning report to a supervisor in the General Superintendent's office in San Francisco.

The evidence shows that prior to 1942 this report was transmitted exclusively by telegraphers by means of telegraph or teletype. On July 8, 1960 Carrier discontinued the teletype report. The claim was filed shortly thereafter. Since that time non-telegraphers have telephoned the information to the General Superintendent's office. Carrier says that the telephoning of this information had been going on since 1942, and that the Company merely continued the practice after the discontinuance of the teletype report. The Union denies any knowledge by it or the telegraphers that this kind of information was being phoned prior to July 8, 1960.

The principle involved in this case is the same as in Docket 28, and it must be governed by the same rules. For the reasons expressed in Award 28 we hold that this was a communication of record and belonged to telegraphers. The use of non-telegraphers to transmit this report was a violation of the Agreement.

#### AWARD

The claim is sustained for one call payment for July 8, 1960. The continuing part of the claim is denied. Carrier is directed to

restore to telegraphers the work of transmitting the information in this 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