

Award No. 33

Docket No. 33

SPECIAL BOARD OF ADJUSTMENT NO. 553
TRANSPORTATION - COMMUNICATION EMPLOYEES UNION
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

CARRIER: TEL-152-11
COMMITTEE: I-506-1
GRAND DIV.: 762.1/5

ROY R. RAY, Referee

STATEMENT OF CLAIM:

- "1. Carrier violated the provisions of the Telegraphers' Agreement, particularly Rules 1, 2, 14, 16, 17 and 20 when, on September 22, 1960 it caused, required or permitted the 'Ink Clerk' in the Chief Dispatcher's office, located at Los Angeles, California, in the Pacific Electric Building, Los Angeles Division, and who is not an employe covered by the provisions of the Telegraphers' Agreement, to perform the work of receiving a message of record, by use of Company telephone, direct from the Wire Chief-Telegrapher-clerk, Yuma, Arizona.
- "2. Carrier shall compensate L. O'Day, Telephone-Message-PMO, 'HU' General Telegraph Office, Los Angeles, California, for one special call September 22, 1960."

OPINION OF BOARD: The claim involves the reception of information over the telephone by the Ink Report Clerk in the Chief Dispatcher's office in Los Angeles. On September 22, 1960 at 3:30 A.M. the Ink Clerk called the Wire Chief-Telegrapher at Yuma, Arizona and had the latter read the following from the delay report filed by the conductor of a passenger train:

"Train No. 2 delay
Arr. Yuma 1:45 A.M. and tie up 2:15 A.M.
Alabama 8 min psgrs and mail
Pomona 5 min psgrs and mail
Colton 6 min psgrs and mail
Palm Springs 4 min psgrs and mail
One Thousand Palms 10 min thru siding
X6438
Indio 5 min psgrs and mail
Niland 3 min psgrs and mail"

The Union contends that this was a communication of record and should have been handled only by telegraphers.

Carrier takes the position that no communication work has been diverted from telegraphers. It says that on the date of the claim the telegrapher at Yuma had sent a telegram to the telegrapher in Los Angeles (addressed to the Chief Dispatcher) embodying the information shown on the conductor's daily report; that on this date the telegram had not arrived in the Chief Dispatcher's office in time to make the proper entries on the Ink Report, so the clerk called the Yuma telegrapher to get the information. Carrier says that normally it is not necessary to make the telephone call. Carrier says it has been the usual practice to secure the necessary information in this manner. The Union asserts that it was never aware of this prior to the present claim.

The Company has made the same argument here as in the other cases involving the communication of reports concerning the operation of trains, namely, that the Union has shown no exclusive practice for telegraphers on this property to perform the work of receiving such information. We have rejected this argument in other cases already decided by this Board. As in Docket 32 we are concerned with reception of the information, while in all the other situation report cases the alleged violation was in the transmission. The principle involved is the same in all the cases and there is no basis for a different result.

We hold that the delay report on Train No. 2 was a communication of record and that the work of receiving as well as transmitting

it belongs to telegraphers. The reasons stated by us in Award 27 are applicable here. We find, therefore, that Carrier violated the Agreement by having the clerk in Los Angeles receive the information by telephone.


AWARD

The claim is sustained for one call payment for Telegrapher O'Day on September 22, 1960.

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