

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE.—“Claim of Operator E. M. Scott for expenses while performing emergency work at Atoka, Tenn., January 31, February 1 and 2, 1932, amounting to \$7.50, in accordance with Article 5, Rule 21, of the ‘Telegraphers’ Agreement.”

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that—

The carrier and the employee involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute waived right of appearance at hearing thereon.

The parties have jointly certified the following statement of facts, and the Third Division so finds:

“At 11:45 p. m., January 29, 1932, while northbound train P. D. 2 engine 7036, was passing over main line at a point 1,872 feet north of Brighton, Tennessee, station, a slide occurred, resulting in derailment of this train, blocking the northward main track, and it was necessary to have continuous telegraph service at Atoka, Tennessee, in order to keep both northward and southward trains moving over the southbound track. Atoka, Tennessee, was a regular agency station, and an agent-operator was regularly employed at that point, but it was necessary to employ extra operators in order to provide continuous telegraph service, and Operator E. M. Scott was used on January 31, February 1 and 2, 1932.

“There is no dispute about the rate of pay allowed for the services performed, however, Operator Scott submitted claim, amount \$7.50, for expenses while away from home, basing his claim on Article 5, Rule 21, of the Schedule Agreement, which reads:

“‘Employees performing duties at wrecks, washouts, slides, snow blockades or other similar emergency office, will receive a minimum of eight (8) hours’ pay at not less than fifty-nine (59) cents per hour and overtime after eight hours at regular overtime rates and actual expenses while away from home. Time to be computed from time they start until they return, except for such time as they may be relieved from duty.’

“The carrier declined the claim on basis the above-quoted rule was not applicable in this case.”

The addition of one or more shifts of telegraph and/or telephone service at a station where an Agent or operator is regularly assigned does not thereby create an “emergency office” within the meaning of Rule 21, Article 5, of the Agreement cited, but in the light of the facts and circumstances in this case as jointly certified by the parties, the Third Division finds for petitioner.

AWARD

Claim sustained.

By order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 3rd day of December 1935.