

**Award No. 2410**  
**Docket No. TE-2333**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

Henri A. Burque, Referee

---

**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**SOUTHERN PACIFIC COMPANY (PACIFIC LINES)**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Company, Pacific Lines, that Telegrapher J. H. Bruneau be compensated under Rule 10 of the Telegraphers' Agreement account service performed at Gaviota, Coast Division, March 11th to 19th, inclusive, 1938.

**EMPLOYES' STATEMENT OF FACTS:** Telegrapher Bruneau, the Claimant, carries seniority on the San Joaquin Division. He was called for work at Gaviota, a station located on the Coast Division. Gaviota is located 31.3 miles west of Santa Barbara shown on EXHIBIT "E," Docket TE-2097, Committee's submission and as shown in Statement of Facts, page 2, Carrier's submission, Docket TE-2097.

The Committee makes EXHIBITS "E," "F," "G," "H," "I," "J," "K," "L" and "M" of Docket TE-2097 a part of this present submission by reference, also the quotations from EXHIBITS "E," "F," "G," "H" and "K" in the Statement of Facts in Docket TE-2097 a part of this submission by reference.

The material cited herein by reference to Docket TE-2097 is completely pertinent and the citation is made by the Committee for the purpose of avoiding repetition.

There is an agreement in effect between the parties to this dispute and this agreement is on file with this Board.

**POSITION OF EMPLOYES:** EXHIBITS "A" to "D" are herewith submitted and made a part of this submission.

In EXHIBIT "B," the Carrier admits that flood conditions were responsible for the establishment of the position at Gaviota. It follows naturally that Rule 10 must be the proper rule of the agreement in establishing the proper compensation for the Claimant.

Claim is filed under Rule 10 of the Telegraphers' Agreement and Memorandum of Agreement dated San Francisco, Calif., January 3rd, 1938. The amount shown in paragraph (a), Rule 10, .8175 was increased to .8675 by Mediation Agreement effective August 1st, 1937.

The Committee asserts that the conditions under which the position occupied by Claimant Bruneau was established were emergency conditions as contemplated by Rule 10.

The Committee states that the Board and Division is already on record as supporting the position of the Committee in similar disputes, citing hereafter Award 395, Docket TE-327 and Award 1822, Docket TE-1297.

**CONCLUSION**

The carrier submits that the interpretation of Rule 10 established by the Board in Awards 1493, 1494, 1520 and 1522, is based on the clear and unambiguous language of the rule; it is a proper interpretation and should be applied in the instant case and therefore it is incumbent upon the Board to deny the alleged claim in the instant case.

**OPINION OF BOARD:** This claim is governed by Docket TE-2281, Award No. 2403.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Claimant should be compensated under Rule 10.

**AWARD**

Claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 3rd day of December, 1943.

**Dissent to**

Award 2403—Docket TE-2281	Award 2408—Docket TE-2287
Award 2404—Docket TE-2282	Award 2409—Docket TE-2288
Award 2405—Docket TE-2284	Award 2410—Docket TE-2333
Award 2406—Docket TE-2285	Award 2411—Docket TE-2334
Award 2407—Docket TE-2286	Award 2412—Docket TE-2335
<b>Award 2413—Docket TE-2336</b>	

These Awards err in their adoption of extreme implications from certain prior awards which have followed a theory of causal connection in interpretation and application of Rule 10, Emergency Service.

This rule by its express and unambiguous terms, considered in the light of realism and practical knowledge, is confined to telegraph service at the scene of derailments, washouts, or similar emergency offices opened temporarily to deal with those emergent conditions. The rule does not comprehend telegraph service which the Carrier elects to continue or add otherwise to counteract results or conditions which, because of remote relation, may thus be said to have a so-called causal connection with the emergency.

Reference is made to our dissents in the prior awards which are considered in the Opinion of confronting Award 2403, Docket TE-2281.

**R. F. Ray**  
**A. H. Jones**  
**C. P. Dugan**  
**R. H. Allison**  
**C. C. Cook**