

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 V. C. Honeycutt, Los Angeles Division, be compensated under provisions of Rule 10 of the Telegraphers' Agreement and that certain Memorandum of Understanding dated San Francisco, Calif., January 3, 1938, for services performed at Glamis, Los Angeles Division, September 7 to 19th, inclusive, 1939.

EMPLOYEES' STATEMENT OF FACTS: At 10:00 P. M., September 6th, Mr. Blair of the Superintendent's office, Los Angeles, called Claimant Honeycutt on the telephone instructing him to pick up Telegrapher Cabot and start for Garnet but to call the Superintendent's office from Indio and upon complying with the request to call from Indio, received additional instructions to proceed to Glamis, arriving at Glamis and beginning tour of duty at 6 P. M., September 7th account Telegrapher Moore at Glamis then on duty in excess of time privileged under the Hours of Service Act.

Automobile was used account no train service available due to flood conditions. Claimant Honeycutt was stalled at Indio for three hours account high water flooding engine of auto.

September 7th, worked 6 P. M. until 5:30 A. M., 8th. Then starting time of 11:00 P. M. effective September 8th until position discontinued account termination of emergency.

No meals or lodging furnished by the Carrier. Claimant slept in box car occupied by section laborer and family, paying \$1.00 per day for this accommodation and secured meals and coffee for an additional \$1.00 per day; bill rendered to Carrier covering these expenses, payment being refused.

Glamis is located on the Los Angeles Division 87.2 miles east of Indio, 34.6 miles west of Yuma, eastern terminus of the Los Angeles Division and within the limits of the troubled area as we will show by quotations from the Southern Pacific Bulletin of September, 1939, (Page 4):

"FLOOD DAMAGE ON L. A. DIVISION

"As the Bulletin went to press, Operating Department officials announced that regular service had been restored on the morning of September 7 over the Sunset Route, following a 30-hour tie-up of trains due to severe washouts between Araz Junction and Indio on Los Angeles Division.

to be conveniently close to the scene of disaster does not change its normal character of being a regular office as distinguished from an Emergency Office."

Glamis prior to September 7, 1939 was operated with a telegrapher assigned thereto from 11:00 P. M. to 8:00 A. M. with a one-hour meal period (see paragraph 2, carrier's statement of facts).

The factual situation in the instant case and in Awards 1493 and 1494 are identical, with the exception of the stations, claimants and periods involved. In Awards 1493 and 1494 the claims were denied.

Subsequent to Awards 1493 and 1494 the Board considered two cases, namely Awards 1520 and 1522 and, like Awards 1493 and 1494, denied the claims, predicated its decision on the principles and interpretation of Rule 10 established by Awards 1493 and 1494.

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 is a companion case to Docket TE-2281, Award No. 2403, and the claim is governed thereby.

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
Award 2413—Docket TE-2336	

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