



Award No. 18788
Docket No. CL-19074

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert A. Franden, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

ALABAMA, TENNESSEE & NORTHERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6913) that:

(1) Carrier violated the terms of the Agreement between the parties when on August 18, 1969 the Claimants were not given sixteen hours advance written notice that their positions would not be worked due to the storm known as "Hurricane Camille."

(2) The following Claimants shall now be allowed one day's pay for August 18, 1969 at the rate of their respective positions as indicated below:

Claimant	Position	Rate of Pay
C. H. Reaves	Rate-Bill Clerk	\$28.7001
L. F. Haight	Report Clerk	26.9096
F. E. Hodges	Yard-Bill Clerk	26.5068
D. C. Knapp	Assistant Cashier	27.1086
B. A. Platt	Steno-Clerk	26.1907
H. M. McGinnis	Chief Clerk-Cashier	30.7013
A. W. Moseley	Rate-Bill Clerk	28.7001

EMPLOYEES' STATEMENT OF FACTS: Some 48 hours prior to the date in question, both radio and television broadcasting companies began advance warning of an impending hurricane which as was reported would strike the Gulf Region within a specified time. On August 17, 1969, the Alabama, Tennessee & Northern Railroad realizing that its Mobile Yards was in the path of this destructive force made arrangements and did evacuate all cars, engines and equipment in the Mobile Yard to higher ground and storm preparations were made to protect the property.

Employees' Exhibit No. 1 shows the regular schedule for arrival and departure of trains at the Mobile Yards on a normal day of operation.

On August 18, 1969, the claim date, after the hurricane had passed through the area, the claimants reported for duty and found the AT&N property in a flooded condition and no supervisors to instruct them as to what service should

In regard to that portion of Mr. Godfrey's letter of September 29, 1969 reading — "Any claim for pay for time not worked on August 18, 1969 on your behalf is declined as without merit or Agreement support," the Organization finds it strange indeed that claims were declined which had not been filed, particularly since the Organization had not outlined any basis for contention. In other words, the Carrier had decided to decline all future claims before the Organization had presented any rules violation for Carrier's consideration.

Employees' Exhibit No. 4 indicates that other employees of other crafts were compensated for August 18, 1969 even though no service was performed on that date.

The Carrier contends that the claimants did not report for duty, however, in light of the facts, as presented, claimants did report for duty but were prevented from performing service because it was readily apparent that the Carrier's operations had been suspended in whole or in part and there was no work for the claimants to perform on this date. Carrier contends that because the General Agent-Yardmaster did not talk to or release any clerical employee on the date in question that no compensation is due the employees, thereby completely ignoring the provisions of Rule 21(a) which places a responsibility on the Carrier to give advance notice under certain emergency conditions when Carrier's operations are suspended in whole or in part that the claimants' positions were to be abolished.

These claims have been handled up to and including the Director of Labor Relations, but not composed. See Employees' Exhibit 5(a) through 5(c) inclusive.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Prior to the claim date, "Hurricane Camille" approached the coast line from the Gulf of Mexico. The main force of "Hurricane Camille" struck the coast line at or about the mouth of the Mississippi River. Carrier's power and telephone communications failed at or about midnight on August 17, 1969.

Carrier's railroad cars had been moved out of the Mobile Yards on Saturday. After the hurricane, the tracks were under water and such water reached the foundation of the yard office building. The floor of the yard office was not flooded.

No clerical position was abolished as a result of the hurricane. However, none of the claimants in this dispute reported for work on Monday, August 18, 1969. Petitioner contends that Carrier violated the terms of the Agreement between the parties when on August 18, 1969 the claimants were not given 16 hours' advance written notice that their positions would not be worked due to the storm known as "Hurricane Camille."

OPINION OF BOARD: The record discloses that the issue involved in the dispute was submitted to Special Board of Adjustment No. 605 and disposed of by Award 247 of that Board, which Award is final and binding upon the parties. The claim will, therefore, be dismissed.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of October 1971.