

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Willard E. Hotchkiss, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
ILLINOIS CENTRAL RAILROAD**

DISPUTE.—

"Claim of the General Committee of The Order of Railroad Telegraphers on Illinois Central Railroad that Telegraphers O. D. Elam, E. M. Scott, C. D. Mitchell, E. F. Mueller, W. O. Gragson, and W. F. Scheible, extra employees in the service of the Illinois Central Railroad on Kentucky Division, be paid in full in accordance with Article 5, Rule 21, of schedule agreement, for all time and expense incurred away from their homes while assigned by Illinois Central Railroad to emergency work on Paducah and Illinois Railroad on March 27, 28, and 29, 1935."

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

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

The parties to said dispute were given due notice of hearing thereon.

As result of a deadlock, Willard E. Hotchkiss was called in as Referee to sit with the Division as a member thereof.

An agreement bearing date of August 16, 1932, is in effect between the parties.

The Paducah and Illinois Railroad, a bridge and terminal property operating a railroad bridge across the Ohio River between Metropolis, Illinois, and Paducah, Kentucky, and tracks and terminal building in Paducah, is owned and controlled jointly and equally by the Illinois Central Railroad, Chicago, Burlington & Quincy Railroad, and Nashville, Chattanooga & St. Louis Railway.

A remote control apparatus on the Paducah and Illinois Railroad, located at Metropolis at the end of the bridge, operates the signals and switches governing the movement of all trains in the terminal between Metropolis and the Union Station at Paducah. Prior to the installation of the remote control apparatus several years ago, the switches and movement of trains through the terminal and over the bridge were handled by the telegraphers at several offices located along the terminal route.

On March 25, 1935, a cyclone of considerable energy wrecked the remote control building and control apparatus of the Paducah and Illinois Railroad, making it necessary to temporarily re-establish the former telegraph offices which required the services of a number of additional telegraphers. For this purpose, seven telegraphers were assigned by the Illinois Central Railroad from its extra list on the adjoining Kentucky Division. Excepting one of these telegraphers, who lived in Paducah, they lived at various points along the Kentucky Division, and all of them were instructed by the Chief Dispatcher of the Illinois Central Railroad at Paducah to report there for work. Upon their arrival they were assigned by the Chief Dispatcher to positions in the terminal, where they performed eight hours' service on three days, March 27, 28, and 29, 1935. The seven Illinois Central telegraphers were paid for three eight-hour days at pro-rata rate for this emergency service by the Illinois Central Railroad

in the regular payroll check for the semi-monthly pay period ending March 31, 1935.

Claim is made for the six telegraphers who lived at distances outside of the limits of the terminal property, not including the telegrapher who lived at Paducah, for pay for all time they were away from their homes until they returned to their homes, at the pro-rata and overtime rate, based on the applied basic hourly rate of 62¢, except for such time they were relieved from duty, and reimbursed for actual expenses incurred, in accordance with Article 5, Rule 21, of Telegraphers' Agreement.

Article 5, Rule 21, of the 'Telegraphers' Schedule Agreement in effect between the parties is invoked in this dispute:

"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 employees contend that an emergency did exist on the Illinois Central as well as on the Paducah and Illinois, created by the damage to the Paducah and Illinois remote control apparatus. As the six Illinois Central telegraphers were severally called and instructed by the Illinois Central Railroad to perform emergency work in emergency offices on the Paducah and Illinois, the Schedule contract with the Illinois Central, which governs their employment and compensation and Rule 21 in particular applies and governs in their compensation and reimbursement for the travel, time spent, and actual expenses they incurred by their response to this emergency service.

The carrier contends:

The facts are as set up in the Management's statement, and it is evident at the outset that the case is not properly before this Board. The Illinois Central Railroad's connection with the matter was, first, that its Chief Train Dispatcher, whose jurisdiction had been extended to the P. & I. Railroad by its Superintendent, employed telegraphers to perform the service on the P. & I. Railroad, and, second, the Illinois Central Railroad's supervisory forces directed the work of the P. & I. employees while they were performing the service, as required by the contract dated December 29, 1933, referred to in the Management's statement.

The P. & I. Railroad does not have any contract with the Order of Railroad Telegraphers. There is in effect a contract between the Illinois Central Railroad and the Order of Railroad Telegraphers.

We do not see how this Illinois Central rule could possibly have anything to do with the case any more than a schedule rule in effect on some other railroad; for example, the N. C. & St. L. rule. Two of the men temporarily employed by the P. & I. Railroad were N. C. & St. L. men.

The Referee finds that the emergency service which the employees in this case were called upon to perform was necessary to the efficient operation of the Illinois Central Railroad and to the discharge of obligations which it had assumed under its agreement with other lines. If the employees had refused to perform this emergency service, they would properly have been subject to discipline. Having performed the service in pursuance of their agreement with the Illinois Central Railroad, they are fairly entitled to compensation under the terms of this agreement.

AWARD

Claim is sustained.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary*.

Dated at Chicago, Illinois, this 22nd day of June 1936.