

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Elwyn R. Shaw, 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 George A. Wright be compensated under Rule 10 of the Agreement in effect, on account of service performed at Norden, Sacramento Division, February 11th, to 21st, inclusive, 1938."

EMPLOYES' STATEMENT OF FACTS: "Due to emergency conditions existing in the Sierra Nevada Mountains brought about by unusually heavy snow fall, (see EXHIBIT 'C'), Telegrapher George A. Wright was dead-headed from Oakland, California, to Norden, California, February 11th, 1938, leaving Oakland 8:30 P. M., arriving Norden, 5:00 A. M., February 12th. He worked from 8:00 A. M. to 4:00 P. M., February 12th and from 8:00 A. M. to 4:00 P. M., February 13th to 19th, inclusive. On February 20th, Telegrapher Wright performed service from 8:00 A. M. to 4:00 P. M. At 12:08 A. M., February 21st, he left Norden deadhead, arriving Oakland 7:50 A. M., the same date.

"Norden is located near the summit on the Sierra Line of railroad, the elevation being 6880 feet. Norden is 16.9 miles west of Truckee, a 24-hour office and 20.3 miles east of Emigrant Gap, also a 24-hour office.

"We quote from the March, 1938, issue of the Southern Pacific Bulletin, Volume 22, No. 3, which is published monthly by the Southern Pacific Company Bureau of News in the interest of, and distributed free to active and retired employees.

"Pages 1 and 2—

'One new all-time snowfall record was established in the Sierra; at least it's an all-time high for the 59 years of Southern Pacific recordings. A total snowfall of 341 inches, the heaviest ever recorded for any month or part of month at the Sierra summit, fell during the storm that settled over the mountains February 1 and continued, with but one day's break, through the night of the 14th. The snow reached a maximum depth of 234 inches at Norden on the latter date, the deepest pack since 307 inches on the ground was measured at the summit station during the winter of 1910-11. During remainder of the month, 15 inches more snow fell, making a total fall of 356 inches for February.' * * *

"The recent snow storm was also outstanding in that it caused the operation of so much snow fighting equipment over a total of 312 miles on widely separated districts. At one time this fight was in

'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"* * *.'

This declaration is quite clear, that the addition of one or more shifts at a regularly established office does not create an 'emergency office,' that being exactly what occurred in the instant case.

"Board's attention is directed to Award 923, NRAB, Third Division; as their Opinion the Board declared that:

'As stated in Award 130, such addition of a shift at an open station does not thereby create an "emergency office"; we do not, however, perceive any particular facts and circumstances in this case which would justify us in holding that the establishment of the extra tricks at these stations made "emergency offices" of them.'

and denied the claim.

"As to the claim for nine (9) hours' pay for each day that Mr. Wright worked at Norden. The Carrier is unable to determine any basis for such request. Even if Rule 10 was applicable—which it was not—it would not support the claim. That rule provides 'nine (9) consecutive hours including a meal hour will constitute a day's work in such service'; in other words, it contemplates that in such an emergency position, a telegrapher may have a meal period of one hour, which would necessitate that his assignment be over a spread of nine (9) hours so as to enable him to actually render eight (8) hours' service. Mr. Wright was assigned to and did work an eight (8) hour day, as is the practice at stations where three (3) consecutive shifts are worked to cover the twenty-four (24) hours of the day. Under the agreement, employe does not take a meal period and so prolong his hours, which would probably overlap the hours of one of the other telegraphers, but eats his meal during on-duty hours; this in accordance with Rule 3, hereinbefore quoted.

"The Carrier avers that the instant case is without support under the rules of the controlling agreement and should be declined."

OPINION OF BOARD: This case was consolidated for hearing with docket TE-1540 and what we said in that case is controlling in this one.

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 Rule 10 is not applicable.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 21st day of July, 1941.