

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: (System Federation No. 7, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(Burlington Northern Inc.

Dispute: Claim of Employees:

1. That in violation of the current agreement the Burlington Northern Inc. assigned work which is under the jurisdiction of the Communication Department. Employees to another department namely the signal department. (sic)
2. That accordingly the Burlington Northern Inc. be ordered to compensate Communication Lineman - R. A. Nelson, R. R. Edwards, R. E. Rusdal, E. A. Versland, G. D. Hennessy, J. E. Johnson, R. R. Oss, J. E. Staffel, R. J. Beckman, U. W. Demers, M. D. Fauske, R. D. Peterson, E. J. Knapton, R. J. Fauske, L. R. Gilbert, D. L. Erickson, R. A. Derhamel, J. A. Smith, D. L. Hulton and D. L. Rodenhizer, hereinafter referred to as the Claimants, in an amount equal to the total number of hours worked by the signal employees. Claim to start April 1, 1976, and to continue until adjusted at the appropriate pro rata and punitive rates.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

Parties to said dispute waived right of appearance at hearing thereon.

An ice and snow storm on March 29 and 30, 1976 caused damage to Carrier's signal and communications wires over a 70-mile area. Carrier assigned both Communications and Signal Department employees to repair the damage. At issue is work performed on poles and pole lines.

Petitioner alleges that the Carrier assigned signal employees to perform work covered by the Electrician's agreement and, consequently, violated the Agreement, particularly Rule 26 of the general rules and Rules 46, 48(j) and 48(1) of the Communication Agreement special rules. Petitioner's claim is that additional communications crews, including the claimants, should have been called to assist in the restoration of the pole lines in place of Signal Department crews.

Rule 26 (Assignment of Work) provides that "none but mechanics regularly employed shall do mechanics' work as per special rules of each department".

Rule 46 is a Scope Rule pertaining to employees of the Communications Department covering, among other functions, "the construction, repair and maintenance of telegraph and telephone pole lines, wires, cables, crossarms, braces, anchors, guys and appurtenances thereto, ...".

Rules 48(j) and 48(1) define the employment classifications of Crew Foreman Class 3 and Crew Lineman Class 5. The Crew Foreman is "assigned to supervise the construction and repair of pole lines and supports, ...". The Crew Lineman is "assigned to a crew to construct, maintain and repair pole line and supports, ...".

The Carrier argues that an emergency existed because of the storm and supplied supporting documentation of the extent and effect of the storm. The snow storm, it maintains, called for extraordinary action which warranted the use of all employees, including Signal Department employees, who were available and on the scene. It did, in fact, call in additional communications crews from other areas to supplement the communications crew assigned to the area in which the storm occurred.

In addition, Carrier states, the poles involved in the dispute carried both communications and signal lines and it was the practice to work communication and signal crews together in restoring pole lines damaged by storm or other causes creating an emergency. Further, it asserts, the repair of damaged pole lines carrying both lines was not work exclusively assigned to communications employees but was work that was assigned jointly to them and the signal employees.

The record indicates that Petitioner has failed to demonstrate that signalmen were assigned by the Carrier, as Petitioner claims, "to the repair of only Communication facilities, such as communication pole lines, wires, crossarms, braces, insulators, etc. ..."

As has been mentioned supra, the poles carry both signal and communications lines. Rules 46, and 48(1) of the Electrical Workers' Agreement and Rule 1 of the Signalmen's Agreement provide that both crafts perform repair work on poles.

An emergency created by the storm did exist. Carrier, accordingly, was confronted with the necessity to restore both communications and signal facilities in the shortest time possible. An emergency has been recognized by prior decisions of this Board as permitting a Carrier broader latitude than under normal circumstances to deploy its forces to meet the exigencies of the situation, subject to compliance to the relevant provisions of the applicable Agreement insofar as possible under the circumstances. Insofar as can be determined from the record, no showing has been made that in this case, Carrier abused such latitude.

During the period involved in repairing the poles and pole lines, the Carrier employed both Electrical Workers and Signalmen. It augmented the electricians' work force by bringing in communications employees (Electricians) from outside the storm area. Although the claimants may not have been called in for the emergency repair work, they were employed on their regular assignments during this period, as part of the process of maintaining the Carrier's operations outside the storm area.

The Fourth Division of this Board in Award No. 3599 (Marx, Jr.) recently denied a claim between the same parties on the same issue arising out of the same circumstances as in the instant case. The Board there stated:

"... no showing was made of any rule violation when the Carrier utilized employees of the two crafts on poles and lines where work of the two crafts is commingled. Nor is it demonstrated that the Carrier is required to have two separate crafts work together in each work situation under the existing circumstances.

In reaching this conclusion, the Board confines its ruling to this particular dispute. Use of Electrical Workers and Signalmen was designed to deal with the emergency situation, involving severe time constraints. At the same time, the Organization has failed to show that others performed work which belonged exclusively to its members."

We are in accord with the reasoning and conclusions of Award No. 3599 and are satisfied that the Award was proper. We will follow Award No. 3599 and, accordingly, will deny the claim.

A W A R D

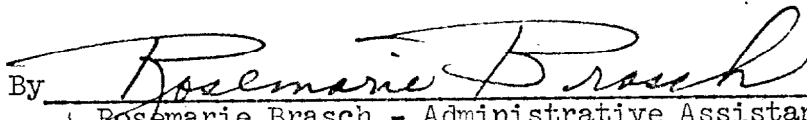
Claim denied.

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Award No. 7892
Docket No. 7696-T
2-BNI-EW-'79

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 19th day of April, 1979.