

Award No. 13626
Docket No. MW-14673

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Ross Hutchins, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when, instead of calling and using furloughed Section Laborers C. Garland, M. S. Priddy, J. G. Riggs and G. W. Parker to perform the work of cleaning snow and ice from track switches in the Louisville Terminal area, it assigned B&B Department employees to perform said work from 12:30 P.M. on January 23 to 5:00 A.M. on January 24, 1963. Carrier's File E-304-9).

(2) Section Laborers C. Garland, M. S. Priddy and J. G. Riggs each be allowed eight (8) hours' pay at his straight time rate, eight (8) hours' pay at his time and one-half rate and one-half hour's pay at his double time rate because of the violation referred to in Part (1) of this claim.

(3) Section Laborer G. W. Parker be allowed seven and one-half hours' pay at his straight time rate because of the violation referred to in Part (1) of this claim.

EMPLOYEES' STATEMENT OF FACTS: The facts in this case were fully and accurately set forth in the General Chairman's letter of claim presentation, which reads:

"February 18, 1963
1-9

Mr. M. A. McGee
Division Engineer
L. & N. Railroad Co.
Union Station
Louisville, Ky.

Dear Sir:

[871]

Carrier also submits that it was proper to use the B&B employes to clear the snow and ice, and maintains that the claim is without merit and should be denied.

OPINION OF BOARD: The employes state that this claim is based on a violation of the agreement arising when B&B employes were assigned the work of cleaning snow and ice from switches during an emergency. The third paragraph of the General Chairman's letter of February 18, 1963, which appears on page 4 of the record specifically states that the service which was rendered here was emergency service.

This Board has long recognized that a Carrier may assign such employes as good judgment in the situation dictates during an emergency. See Award (Miller); Award 11241 (Moore); Award 11371 (Dorsey) and Award 13340 (Miller); Award 11241 (Moore); Award 11371 (Dorsey) and Award 3340 (Hutchins).

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 Employes involved in this dispute are respectively Carrier and Employes 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 the Agreement has not been violated.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1965.