



Award Number 17795
Docket Number MW-18418

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, 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 it called and used B&B employees from the C.V. Division to perform bridge work on the K & A Division instead of calling and using cut-off K & A Division B&B employees. (System file 1-5).
- (2) Foreman H. E. Dalton, Carpenters E. R. White and L. H. Melton, Helpers J. P. Perion, W. H. Ellis and Laborer C. L. Manery each be allowed eight (8) hours' pay at their respective rates because of the violation referred to within Part (1) of this claim.

EMPLOYEES' STATEMENT OF FACTS: The claimants are cut-off employees who hold seniority within their respective classes of the B&B sub-department. Their seniority is confined to the Knoxville and Atlanta Division in accordance with the provisions of Rule 4 which reads in pertinent part:

"SENIORITY DISTRICTS

The seniority rights of employees are confined to their respective seniority districts, as follows:

* * * *

4(b) For employees in the Bridge and Building Sub-departments, including pump repairmen, and their helpers; Cincinnati Division; Eastern Kentucky Division; Cumberland Valley Division, Knoxville and Atlanta Division; Louisville Division, Louisville to Mile Post 174 and Lebanon Branch, Lebanon Junction to Sinks, Kentucky; Evansville Division; Nashville Terminals; Nashville Division Former NC&StL Railway west of Nashville, Tennessee, and Memphis Sub-division, from Memphis, Tennessee, to Mile Post 118; Birmingham Division, including former NC&StL Railway Line south of Tennessee River; Atlanta Subdivision, including Atlanta Terminals and Atlanta Connection; Chattanooga Subdivision; Montgomery and New Orleans Subdivision; Pensacola Subdivision."

When the claimants were laid off, they protected their seniority by filing their respective addresses with the proper Carrier officer in accordance with the provisions set forth within Rule 21(G) reading:

Copy of the claim and correspondence exchanged in connection therewith is attached and identified as Carrier's Exhibits "A" through "I".

There is on file with the Third Division a copy of the current working rules agreement, and it, by reference, is made a part of this submission.

(Exhibits not Reproduced)

OPINION OF BOARD: The claim herein is in behalf of furloughed employes of the Carrier's Knoxville and Atlanta Division because a Bridge and Building gang from Carrier's Cumberland Valley Division was used to perform work on the Knoxville and Atlanta Division.

The record shows that as a result of a derailment the Carrier's main line was blocked and the decking of a bridge damaged near LaFollette, Tennessee, on the Knoxville and Atlanta Division. A Knoxville and Atlanta Division Bridge and Building gang was called. It developed that additional men were needed and the Carrier called an intact Bridge and Building gang from the adjoining Cumberland Valley Division. The Petitioner says that the Cumberland Valley Division gang was used to relieve the Knoxville and Atlanta Division gang at 7:00 A.M. on May 19, 1968, the Knoxville and Atlanta Division gang having worked throughout the night of May 18.

We agree that the derailment and damage to the decking of the bridge resulted in an emergency. In the emergency situation the Carrier, in addition to calling a gang from the Knoxville and Atlanta Division, called a gang from another district that was intact. We have held that in an emergency the Carrier should be permitted to exercise latitude in meeting the situation. There is nothing in the record to indicate that Carrier's purpose in the use of employes of another seniority district was to evade the application of the seniority principle or to circumvent the Agreement.

For the reasons given we hold that the Agreement was not violated.

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 was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of March 1970.