

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22129  
Docket Number MW-22097

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way **Employees**  
(**Soo** Line Railroad Company

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

(1) The Agreement was violated when **the** members of **B&B** Crew No. 602 were not called to perform **overtime** service on their assigned territory **on** March 12, 13 and 14, 1976 but Carrier called and used the members of B&R Crew No. 603 for such service (Carrier's File 800-46-B-146).

(2) **B&B** Foreman D. O. Jagla, Assistant **B&B** For- F. M. Hogan, Truck Driver D. **Betry**, Carpenters R. L. **Krauss** and R. Corbett and Helper N. **Manteufel** each be allowed twenty-four and one-half (**24-1/2**) hours of pay at their respective time and one-half rates because of the violation referred to in Part (1) hereof."

OPINION OF BOARD: This Board has carefully examined all the facts and arguments contained in the record.

While we recognize the clear and unambiguous language of Rule 14(i) and its apparent application to the circumstances herein, we must, of necessity, note **that** the geographical district claimed by Crew **#602** as its exclusive work area is not so precisely determinate.

The record shows that Crew **#603** was assigned to work in **that** locale on March 12, 1976. There was no emergency that morning **warranting** their presence **or** specific concern expressed by claimants that potential **overtime** work would be lost. Both crews, periodically, executed the task responsibilities of the temporarily retrenched **members** of Crew **#601**. Even assuming **arguendo** that the contested districts were more **than** convenient administrative sectors, the work patterns of the respective crews suggest flexible force deployment. We are certainly mindful **that** Crew **#603** was purposely equipped for mobile **assignments** but even conceding claimants' argument that it would **have** been relatively easy for Crew **#602** to utilize temporarily Crew **#603's** outfit car and tools, the sudden nature and destructive impact of the high intensity winds at **Schiller** Park, Illinois, demanded prompt and decisive action.

We will not review the legion of **cases** eloquently detailing **the** variant characteristics and imperatives of unanticipated emergencies, except to emphasize **the** relevancy of Third Division Award 13566, which held **in pertinent part, that "under** emergency conditions, in the absence of **an** express prohibition, Carrier has greater latitude **in** selecting its **employees than** under **normal** circumstances." We do not believe **that an** expressed prohibition existed. We do find, however, **that an** emergency existed.

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;

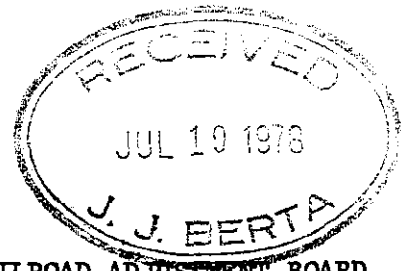
That the Carrier and **the Employees** involved in this dispute are respectively Carrier and **Employees** within the meaning of the Railway Labor Act, as approved **June 21, 1934**;

**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:

*A. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this **30th** day of **June 1978**.