

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24271
Docket Number SG-24260

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Lehigh Valley Railroad, now part of Consolidated Rail Corporation:

On behalf of Seniority District #4 employees, Scott Remminger for 13 hours' pay @ \$10.30, Richard L. Galloway for 5 hours' pay @ \$9.55, and Harold G. Markow for 5 hours' pay @ \$9.80, account on April 1 and 2, 1980, Carrier required signal employees from Seniority District #8 to perform work on Seniority District #4." (System Docket 1549. Atlantic Region, Lehigh Division Case ALSI-7-80)

OPINION OF BOARD: On April 1, 1980, there was a significant snowstorm in the Bethlehem, Pennsylvania area. As a result, much of Carrier's signal system in the area was knocked out. Because of the need to quickly repair the system, Carrier assigned certain signal employees of Seniority District #8, to assist in repairing it. As a result of Carrier's actions, the Organization filed this claim, alleging that the work should have been assigned to Seniority District #4 Signalmen, Claimants S. Remminger, R. L. Galloway and H. G. Markow.

The Organization contends that since the work at issue was performed within the boundaries of Seniority District #4, it should have been performed by Seniority District #4 employees. The Organization notes that Carrier never declared an emergency on April 1, 1980. Thus, in the Organization's view, there was nothing extraordinary which would have allowed Carrier to use signal employees across seniority boundaries.

In addition, the Organization points out that Carrier originally denied the claim on the basis that the employees from Seniority District #8 had the use of a high-rail truck which was essential to adequately repair the signal system. However, the Organization asserts that Seniority District #4 employees also had the use of a high-rail truck. Therefore, according to the Organization, Carrier's reason for denying the claim is clearly insufficient. It asks that Claimants be compensated with appropriate back pay for Carrier's alleged violation of the Agreement on April 2, 1980.

Carrier, on the other hand, contends that it acted properly when it assigned Seniority District #8 employees to perform work in Seniority District #4 on April 1 and 2, 1980. First, Carrier asserts that no provision of the Agreement prevents it from assigning employees across seniority lines. This is particularly true, according to Carrier, where extreme conditions existed which required that the signal system be repaired as soon as possible. Since all available signal employees in Seniority District #4 were actively engaged in

making needed repairs, Carrier naturally turned to **signalmen** in the adjacent Seniority District **#8**, to assist in restoring the system to good working order. Thus, **in** Carrier's **view**, it acted reasonably under the **circumstances**, especially since a non-functioning **signal** system represents a significant safety hazard to employees as well as the general public. Accordingly, Carrier asks that the **claim** be denied **in** its entirety.

Under **normal circumstances** we might agree with the **Organization** that **employees** may not be assigned across seniority districts. However, the record evidence reveals that **normal** circumstances did not exist on April 1 and 2, **1980**. A severe snowstorm had **knocked out** much of the signal system in the Bethlehem, Pennsylvania area. Carrier clearly was under a duty to repair that system as expeditiously as possible. For this **reason**, it was reasonable for Carrier to employ **Signalmen** in an adjacent seniority district **to** assist in repairing the system,

The failure of Carrier to **formally** declare the existence of an emergency does not change our findings. It **is** not dispositive. A safety hazard clearly existed whether or not an emergency was declared. Carrier's **obligations** to correct that **hazard** were just as great even in the absence of such a declaration. Stated **simply**, extreme conditions required abnormal remedial measures.

Furthermore, we note that the employees **from Seniority District #4** were also covered under **the Agreement**. Thus, Carrier did not go outside the coverage of the **Agreement** when it assigned those employees **work** in Seniority District **#8** on April 1 and 2, **1980**. In all, the **claim must be denied**.

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.

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By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 23rd day of March 1983.