

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Burlington Northern Railroad Company (former St.
(Louis-San Francisco Railway Company)

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

(1) The Carrier violated the Agreement when it assigned Seniority District No. 4 employees instead of Seniority District No. 5 employee G. A. Stahl to perform overtime service on Seniority District No. 5 on March 27 and 28, 1988 (System File 8-1445-8/EMWC 88-5-31C SLF).

(2) As a consequence of the aforesaid violation, Mr. G. A. Stahl shall be allowed thirty-seven (37) hours of pay at the foreman's time and one-half rate."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

On March 27-28, 1988, the Carrier experienced numerous fires on its right-of-way in the Tulsa, Oklahoma area, within District No. 5 territory. To meet the emergency, the Carrier used District 5 employees and also utilized three available District No. 4 employees. These three employees worked various hours between 6 P.M. on March 27 to 7:30 A.M., March 28, a period covering 13 1/2 hours.

The Claimant is a District 5 employee, who was in furloughed status at the time. His Claim is that he should have been called to work in place of one of the employees from another District.

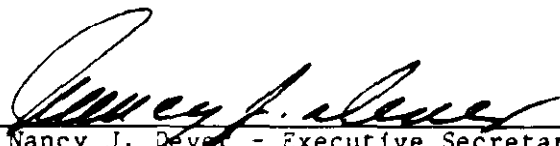
The right of the Carrier to respond to emergency situations by use of available employees is well established. Continued use of such employees would, of course, be contrary to seniority provisions of the Agreement. In this instance, the Board finds no support for the view that it was essential to recall a furloughed employee for a brief period in place of the use of available nearby employees to meet the unquestioned emergency.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1991.