

Award No. 11241

Docket No. SG-10767

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

HUDSON & MANHATTAN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Hudson and Manhattan Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, on September 16, 1957, when it required and/or permitted a Way and Structures Department employe, who is not covered by the Signalmen's Agreement, to perform work covered by the Signalmen's Agreement.

(b) The Carrier now compensate Signal Repairman M. Hobby, with assigned headquarters at Hoboken, New Jersey, who was entitled to perform the work, for three hours and twenty minutes at rate and one-half pursuant to Rule 18 of the Signalmen's Agreement. [Carrier's File: Time Claim #94]

EMPLOYEES' STATEMENT OF FACTS: On September 16, 1957, Mr. M. Hobby was the regularly assigned Signal Repairman with headquarters at Hoboken, New Jersey, with assigned hours being from midnight until 8:00 A.M. Mr. Hobby's territorial limits included Tunnel B, which is between Hoboken, New Jersey, and 33rd Street, New York City.

For the information of the Board, the signal system in Tunnel B includes signal equipment that will, under certain conditions, automatically apply the brakes on a train. This is known as automatic train control. At each signal location in train control territory there is a device known as a train stop, and this device works in conjunction with the signal. At all of the signal locations that have a train stop, there is also what is known as a trip arm. With each trip arm there is a hook or ring that is used to hold down the trip arm when conditions exist that require the trip arm to be forced down manually. At a new signal location a hook is used. At an old signal location a ring is used. When a signal is out of order in train control territory, the trip arm may be forced down and held in that position by a hook or ring. When this is done, trains may operate over that territory. When a signal is out of order and a train stops at that signal location, and the trip arm is not hooked or rung

was required to contact Mr. Hobby, (assuming he could be reached) and wait until Mr. Hobby travelled from the Bronx (where he lives) to Hoboken and wait until he changed and reported for duty, notwithstanding that there was nothing wrong with the signals or that another employe was available who could completely unhook all the arms and thus restore safe operations before Mr. Hobby could even report to work.

CONCLUSION

The agreement does not require that operation of hooks on tripper arms be exclusively Signalmen's work, especially when Carrier is faced with a hazardous emergency condition. The Organization's claim should be denied.

OPINION OF BOARD: This is a dispute between The Brotherhood of Railroad Signalmen of America and The Hudson & Manhattan Railroad Company.

On September 16, 1956, a high tension line grounded out causing a loss of power on the system. Carrier had to suspend service. Signalmen repairmen and conductors were required to hook or ring down the trip arms in order to allow the trains to continue to the nearest station to unload passengers. Power was restored in about 2 hours. Carrier resumed service. Because the trip arms were down the trains were required to proceed cautiously. The hooks or rings were removed by an employe not covered by petitioners Agreement. Petitioner alleges that this work belongs to them and that Claimant should have been called.

We are of the opinion that an emergency existed.

Awards have well established the principle that under emergency conditions, the Carrier may assign such employes as good judgment dictates.

Award 9394 (Hornbeck):

"As we understand, the Awards of this and other Divisions of the Board recognize that the Carrier in an emergency has broader latitude in naming employes than in a normal situation. In an emergency it may assign such employes as good judgment in the situation dictates and it will not be obligated to exercise that care and thoughtfulness in its action which would under ordinary conditions be required."

For the foregoing reasons, we find 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1963.