

Award No. 15748
Docket No. SG-15180

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

GRAND TRUNK WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Grand Trunk Western Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, when it arranged for a contractor to furnish a generator and connect it to a line which lights switches at the "top end" of the yard at Port Huron following a severe storm on Monday, June 10, 1963. (The contractor kept a man on duty with the generator twelve (12) hours each night June 10 through 18, 1963.)

(b) The Carrier be required to compensate Signal Maintainer O. Neubauer and Assistant Maintainer C. A. Logan for six (6) hours' overtime pay each for each night the contractor's employe was on duty with the generator that was furnishing electric power to switch lights on Claimant's assigned territory. [Carrier's File: 8390-1 (18)]

EMPLOYES' STATEMENT OF FACTS: The claimants, Messrs. Neubauer and Logan, are signal maintenance employes in charge of signal and allied apparatus on a specific territory. Their assignment covers electric switch lights at Port Huron.

The electric power for the switch lights goes from the commercial power line to a "stack" on a former yard office building. The "stack" was installed by signal forces about 1941. Signal forces connected leads on the wires near the "stack," put the circuit through a Square "D" box that is locked with a signal lock, then run a parkway cable from the Square "D" box to the switch lights. A brief sketch of the layout is attached hereto as Brotherhood's Exhibit No. 1.

A storm damaged the power line at Port Huron on June 10, 1963, with the power for the switch lights going off about 6 P. M. Instead of calling Claimants using a company-owned generator (and company employes) as had been done in the past, the Carrier arranged for a contractor to come onto railroad property with a generator. The contractor's employes, who hold no seniority or other rights under the Signalmen's Agreement, disconnected the wires from

for the claim is that a contractor allegedly was permitted to set up a generator to furnish electrical power for the switch lamps at Port Huron.

On June 7, 1963, the Equipment Department at Port Huron was notified that a fire in the swamp had burned off one of our poles carrying 4,800 volt 3 phase power to Tappan. Before this pole could be replaced, a very heavy windstorm hit the area on Sunday, June 9, and 5 poles which were weakened by the 1 pole that was burned, blew over adjacent to the yard office and into the swampy area. The Carrier then arranged with the Turner Electric Company of Port Huron to replace this line, with the GTW supplying poles from Port Huron Shop. The Turner Electric Company temporarily furnished a portable generator and furnished us with emergency power during the time that they were working on the new line construction.

Information furnished me indicates that the generator was installed ahead of the Service Switch at the Old Yard Office. The generator substituted for the power lines that were blown down by the storm and furnished electrical power to the Service Switch at the distribution box. I fail to see where the installation of the generator in this case was any violation of your Working Agreement.

In view of the foregoing, the instant claim is declined.

Yours very truly,

/s/ H. A. Sanders"

The claim has been handled up to the Vice President and General Manager, the chief operating officer designated to handle such disputes and had been declined by him.

Copies of the current Working Agreement with the Brotherhood of Railroad Signalmen of America effective March 16, 1945 are on file with the Third Division.

OPINION OF BOARD: The facts of record reveals that a storm downed main power lines, affecting, among other things, electrically lighted switch lamps maintained by the Claimants. A contractor, who was engaged to repair the main power lines, supplied Carrier with emergency power, through use of a portable generator, for the electric switch lamps, an employee of the contractor connecting the generator and manning it while in use. The Employees contend that Claimants should have been used to connect the generator in the line for the electric switch lamps and otherwise man the generator so long as it was used to supply power.

We find it to be Carrier's prerogative to obtain electric power from and by whatever source it deems necessary and to that extent the claim will be denied. However, we also find that Claimants' work in connection with the electric switch lamps began at the point, at the yard office, where the line exclusively serving the electric switch lamps begins. Accordingly, it is our view that Claimants should have been used to connect the line for the electric switch lamps to the generator and the claim will be sustained for a call for each Claimant on June 10, 1963.

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 violated.

AWARD

Claim sustained in accordance with the Opinion.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 21st day of July 1967.