

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19236
Docket Number SG-19387

Robert M. O'Brien, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Baltimore and Ohio Chicago Terminal Railroad

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Chicago Terminal Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly the Scope, when, on or about March 30 or 31, 1970, men from the Chicago Division were ordered to make repairs on line wires on the property of the Baltimore & Ohio Chicago Terminal Company, Pine Junction to Cline Avenue.

(b) Carrier should now be required to compensate all hourly-rated employees covered by the Signalmen's Agreement for sixty-eight (68) hours at the time and one-half rate of pay. (Carrier's File: 3-SG-3)

OPINION OF BOARD: On March 25, 1970, the Chicago, Illinois area experienced a storm which impaired significantly Carrier's signal and communication facilities. The damage occurred on two separate seniority territories, one belonging to employees of the B & O proper Chicago Division, and the other to employees of the B & O Chicago Terminal. These are two distinct railroads involving separate Agreements and seniority districts.

Carrier made arrangements immediately to initiate the necessary repairs to the damaged facilities.

By March 31, 1970, the forces on the B & O proper had restored their lines to service so that trains could operate in a comparatively normal manner, but the B & O CT (Chicago Terminal) men had not completed the repair work on their territory so the B & O proper men were used on that day on B & O CT territory in order to complete the restoration to normal service.

The Organization contends that signal employees from the B & O proper have no seniority or other rights on B & O CT territory; that signal work on this territory accrues to them and that it was a violation of the Scope, Seniority, and Classification Rules of their Agreement for such work to be performed by B & O proper forces; that no emergency existed warranting such action; and that Carrier failed to do all it could have to make B & O CT employees available for the work in question.

Carrier concedes that under normal conditions the work in question belonged to B & O CT men. However, the storm caused such damage so as to create an emergency, and consequently it (Carrier) had to act quickly to restore the facilities to normal conditions. It further alleged that certain B & O CT employees would not assist it in making the necessary repairs and this precipitated use of B & O proper forces.

We agree with Carrier's contention that an emergency did, in fact, exist as a result of the March 25, 1970 storm. It caused extensive damage to Carrier's facilities demanding immediate action to remedy them. The Organization's General Chairman agreed that an emergency existed when he wrote in his letter of January 18, 1971: "The Systems Committee is in agreement with you that an emergency condition did exist and it was vital that repairs were made as soon as possible to restore protection. The storm of March 25, 1970 did great damage to our line, interrupting signal and crossing protection." In light of this admission it is difficult to see how the Organization can challenge the assertion that an emergency existed.

This Board believes that Carrier made every effort to restore service within normal seniority limits. However, in light of the fact that an emergency existed requiring immediate action to make necessary repairs, Carrier was allowed wider latitude in the use of its employees to restore normal service. When it used B & O proper men to make such emergency repairs on the B & O CT seniority district under these circumstances, it did not violate the Organization's applicable Agreement.

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:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1972.