

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22129  
Docket Number MW-22097

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees  
(  
(Soo Line Railroad Company

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

(1) The Agreement was violated when the members of B&B Crew No. 602 were not called to perform overtime service on their assigned territory on March 12, 13 and 14, 1976 but Carrier called and used the members of B&B Crew No. 603 for such service (Carrier's File 800-46-B-146).

(2) B&B Foreman D. O. Jagla, Assistant B&B Foreman F. M. Hogan, Truck Driver D. Betry, Carpenters R. L. Krauss and R. Corbett and Helper N. Manteufel each be allowed twenty-four and one-half (24-1/2) hours of pay at their respective time and one-half rates because of the violation referred to in Part (1) hereof."

OPINION OF BOARD: This Board has carefully examined all the facts and arguments contained in the record.

While we recognize the clear and unambiguous language of Rule 14(i) and its apparent application to the circumstances herein, we must, of necessity, note that the geographical district claimed by Crew #602 as its exclusive work area is not so precisely determinate.

The record shows that Crew #603 was assigned to work in that locale on March 12, 1976. There was no emergency that morning warranting their presence or specific concern expressed by claimants that potential overtime work would be lost. Both crews, periodically, executed the task responsibilities of the temporarily retrenched members of Crew #601. Even assuming arguendo that the contested districts were more than convenient administrative sectors, the work patterns of the respective crews suggest flexible force deployment. We are certainly mindful that Crew #603 was purposely equipped for mobile assignments but even conceding claimants' argument that it would have been relatively easy for Crew #602 to utilize temporarily Crew #603's outfit car and tools, the sudden nature and destructive impact of the high intensity winds at Schiller Park, Illinois, demanded prompt and decisive action.

We will not review the legion of cases eloquently detailing the variant characteristics and imperatives of unanticipated emergencies, except to emphasize the relevancy of Third Division Award 13566, which held in pertinent part, that "under emergency conditions, in the absence of an express prohibition, Carrier has greater latitude in selecting its employees than under normal circumstances." We do not believe that an expressed prohibition existed. We do find, however, that an emergency existed.

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:

*A. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1978.