

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship
TO THE) Clerks, Freight Handlers, Express and Station
DISPUTE) Employees
) and
) Canadian Pacific Railway-Maine and Vermont

QUESTIONS AT ISSUE:

1. Did the conditions existing on August 24, 1984 and August 28, 1984, constitute an emergency, as that term is defined in Article 1, Section 4, entitling the Carrier to reduce forces and suspend protective benefits of Claimants Wright and Marceau?
2. If the answer to Question 1 is in the negative, shall the Carrier be required to compensate Claimants for all losses sustained from the date each was furloughed until recalled to service?

OPINION

OF THE BOARD: Claimants were Clerks at Newport, Vermont. The Carrier has joint trackage rights with the Boston and Maine between White River Junction and Newport. Due to a flood, a Boston and Maine rail bridge at Wells River, Vermont collapsed on June 28, 1984, requiring the Carrier to reroute traffic over Delaware and Hudson lines commencing on July 6, 1984. The detour was over rail right of way west of the Newport line. Despite the diversion of traffic normally routed through Newport, Claimants Wright and Marceau worked until August 24 and 28 respectively to perform clerical work associated with the movement of Carrier's trains involved in an extensive ballast replacement program on the out of service main line. When the ballast work was completed, the Carrier furloughed Claimants pursuant to Article I, Section 4 of the February 7, 1965

Agreement and alleged that but for the work trains, the Carrier would have immediately laid off Claimants (with sixteen hours notice) on June 28, 1984. The Boston and Maine repaired the bridge. On November 16, 1984, through freight traffic resumed between White River Junction and Newport. Claimants were simultaneously recalled to service.

The factual gravamen of the dispute is how long the emergency endured. The Organization contends that the emergency situation ceased when service was restored on the Delaware and Hudson detour route on July 6, 1984. The Carrier argues that the emergency continued until the Boston and Maine repaired the bridge resulting in a resumption of traffic through Newport.

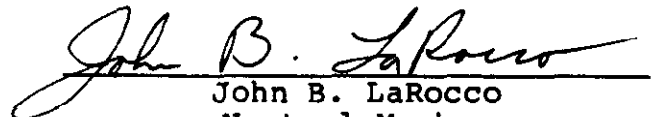
To justify its furlough of Claimants without protective benefits, the Carrier must prove the three Article I, Section 4 elements as follows: (1) an emergency occurred; (2) the emergency conditions resulted in a full or partial suspension of operations; and (3) the emergency caused the loss of Claimants' work. (See Award Nos. 245 and 341.) Since the parties agree that an emergency existed at the time of the Boston and Maine bridge collapse, the issue is whether the emergency continued subsequent to July 6, 1984 even though the Carrier had restored through freight service over a foreign line.

The record establishes that Claimants' regular work was contingent on the movement of trains through Newport. The detour was remote from Newport. The Carrier was unable to operate through trains on the joint track until Boston and Maine reopened the bridge on November 16, 1984. Carrier data shows a

substantial curtailment in the number of cars handled at Newport which constituted a partial, if not almost total, suspension of service through Claimants' point. Consequently, Claimant's loss of work was directly caused by the bridge washout. Thus, the emergency continued until the bridge was reopened permitting the Carrier to resume normal operations between Wells River and Newport. The emergency ended on November 16, 1984.

AWARD

The Answer to Question 1 is "Yes." Question 2 is moot.


John B. LaRocco
Neutral Member

Dated: July 29, 1987