

(R-49-220-3)

AWARD NO. 9

CASE NO. 8

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES : The Brotherhood of Maintenance of Way Employees  
TO :  
DISPUTE : St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

"Claim for Water Service Foreman F. E. Dickson, Repairmen W. E. Auvenshine, H. C. Bridges and Clay Martin and Helper T. J. Gunter for eight hours at their respective rates of pay for work in repair to water main at Hodge, Texas, on or about February 12, 1958."

FINDINGS:

The employees state that the carrier violated the effective agreement by failing to assign water service foreman, F. E. Dickson, repairmen, W. E. Auvenshine, H. C. Bridges and Clay Martin, and helper, T. J. Gunter, to repair a break in the waterline at Hodge, Texas, in February, 1958, but instead, assigned this repair work to the American Plumbing Co. of Fort Worth, Texas, persons not covered by the scope of this organization's Agreement; that the claimants be each allowed eight hours pro-rata pay at their respective rates due to the carrier's violation of the Agreement.

The carrier states that about 12:00 noon, Thursday, February 13, 1958, Mechanical Foreman K. E. Deason, Hodge, Texas, called B&B Supervisor, B. H. McGrew, at Tyler, Texas, and reported that a water line, which served all the carrier's facilities at Hodge, had developed a leak under south leg of wye track adjacent to the round-house and repairs should be made at first opportunity. At approximately 2:00 p.m., February 13, 1958, Foreman Deason again called Supervisor McGrew, and advised that the leak had developed into a break in the waterline and was undermining and washing out the tracks rapidly, as well as flooding the roundhouse area and adjacent property. It was necessary to cut off the water to prevent further damage. This left the entire shop area, and hotel and restaurant without water. The water service gang was working at Texarkana, 220 miles from Hodge, and could not reach Hodge for at least five or six hours in the service truck. Therefore, Foreman Deason was authorized to arrange for a local concern to make immediate repairs. The local concern began excavation at 2:30 p.m., but did not complete repairs until 9:45 a.m. the next morning.

From the evidence submitted to the Board, the employees state that they would have worked during the rain and that the reason that it took the American Plumbing Co. from 2:30 p.m. to 9:45 a.m. the next morning to complete this job was due to the fact that the employees of the American Plumbing Co. refused to work in the rain.

The evidence further showed that the plumbing concern started to work at 2:30 p.m. on February 13th, but when the break was located and the size of the pipe determined, the contractor found it would be necessary to have a split sleeve cast iron

clamp for a 6" pipe; that he did not have such a split sleeve clamp on hand and he was unable to secure such a clamp at the time the need was determined. Therefore, he was forced to wait overnight to complete the job. He secured the material from the Water Department of the City of Fort Worth the following morning and completed the repairs at 9:45 a.m. The plumbing concern proceeded to repair this break under the assumption that the break was in a 4" line, and when they found it was in a 6" line, it was not prepared to complete the repairs.

The carrier states that this was an emergency which required the carrier to take care of this work immediately and it could not wait for the claimants' truck to come from Texarkana to Hodge, which would cause a five or six hour delay in the repair of this line.

The evidence showed that the plumbing concern did start work within 30 minutes after called, but was unable to complete the work due to the fact that they did not have the proper split sleeve clamp.

Rule 8-14 Emergency Employees, reads as follows:

"Men temporarily employed during emergencies created by floods, washouts, snow-blockades and fires will not be considered as coming under the provisions of this agreement. Additional forces used under conditions described above will, if retained in the service, be subject to provisions of this agreement as soon as the service for which they were employed has ended. This rule shall not operate to displace or take work away from regular forces or to release the Carrier from recalling to service furloughed employees in accordance with their seniority rights. The General Chairman shall, as promptly as circumstances permit, be notified of such emergency by the Division Engineer, and conferences shall be arranged for the purpose of determining the extent of the emergency and equitable adjustment."

From the evidence submitted to the Board, we believe that the question to be decided is whether or not the claimants were available to perform this work and whether or not the work to be performed constituted emergency work.

The Board finds that these claimants were not available and that an emergency situation did exist and it was necessary for the carrier to get men to work as quickly as possible. The carrier at that time did not know that the American Plumbing Co. did not have the proper parts to complete the work, and there is a conflict in the testimony that the reason that the American Plumbing Co. did not complete the work is because their employees stopped work due to the rain. We cannot resolve this conflict.

The claimants were a great distance from the work to be performed, and in order for them to perform the work, it would have required some hours for them to arrive in Hodge and thereby would have caused considerable delay in meeting this emergency. Therefore, the carrier did not violate the agreement.

AWARD: Claim denied.

(s) Thomas C. Begley, Chairman

(s) A. J. Cunningham, Employee Member

(s) M. L. Erwin, Carrier Member

Dated: May 18, 1960