

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

vs

READING COMPANY

Award No. 21

Case No. 21

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement by failing to call Section Laborers Richard Knapp and Leo Gibson to perform snow removal work at Rutherford Yard East End during the period from 5:30 p.m., March 16, until 7:00 a.m., March 17, 1960.
2. That Claimants Section Laborers Richard Knapp and Leo Gibson shall now be reimbursed for the amount of time referred to above at the time and one half rate account of employees not covered by the Scope of this Agreement performing work of the class belonging to these two claimants.

OPINION OF BOARD:

Beginning on March 16, 1960, snow fell at the Carrier's classification yard at Rutherford, Pa., located five miles from Harrisburg, Pa. The Carrier states its records show that the snow accumulation at this point was two inches and the temperature 30 degrees as of 6:00 a.m. on March 17. The Organization points to U. S. Weather Bureau data compiled at the Harrisburg-York State Airport, which indicated a snow accumulation of 6.2 inches for March 16-17, with average wind speed being 8.2 and 5.0 miles per hour and the "fastest mile" 17 and 12 m.p.h. on these two days respectively.

For the period of 5:30 p.m. on March 16 until 7:00 a.m. on March 17, the Carrier called out one foreman, one sub-foreman and four track laborers to clean switches in the area of the Rutherford classification yard. The two least senior laborers in this gang were not called out at this time. During the snowfall members of the second and third track yard (train) crews also cleaned switches in the area and that train personnel cleaned snow from 19 switches during the period involved.

It is contended by the Organization that the Carrier used the train personnel to augment the six track force men called out, and thus as a substitute for calling out the two additional gang laborers. It is asserted that the two laborers not called were available for this work and that the Carrier improperly deprived them of work to which they were entitled under the M of W Agreement. The Carrier responds that in the judgment of supervision the number of track force employees called out to clean snow from switches was sufficient for the snow conditions that prevailed and that there is no contract restriction upon the use of train personnel to clean switches in connection with their own movements.

The weight of the evidence indicates that the amount of snow and the prevailing wind conditions combined to create a situation substantially more severe than described by the Carrier. If the snow accumulation at Rutherford had varied from only

one-half inch as of 6:01 p.m. on March 16 to two inches as of 6:00 a.m. on March 17, as the Carrier states, and if there was no wind condition of any significance, it is difficult to believe that any track force personnel would have been called out on overtime or that train employees would have found it necessary to clean 19 switches. Management cannot be expected to predict with precision all snow conditions or the amount of manpower that will become necessary to handle the situation. In the instant case, however, we are of the view that there was sufficient basis for supervision to foresee that additional snow cleaning assistance was needed-- if not as of 5:30 p.m. on March 16, certainly as of a time prior to 7:00 a.m. on March 17. This was not an emergency situation for which Management could not reasonably have been expected to be prepared.

Since the cleaning of snow from switches is normally work accruing to M of W employees, and inasmuch as there were no extenuating circumstances in explanation of the Carrier's failure to call out additional track laborers in the instant situation, the claim will be sustained but at pro rata rate.

AWARD:

Claim sustained to the extent indicated in the above Opinion.

(s) Lloyd H. Bailer  
Lloyd H. Bailer, Chairman

(s) A. J. Cunningham  
A. J. Cunningham, Employee Member

(s) H. F. Wyatt, Jr.  
H. F. Wyatt, Jr., Carrier Member

Philadelphia, Pa.,  
March 17, 1961.