

Award No. 4
S.B.A. Case No. 4
(Third Division Docket No. 9607)

SPECIAL BOARD OF ADJUSTMENT NO. 313

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
and
UNION PACIFIC RAILROAD COMPANY

STATEMENT
OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- "(1) The Carrier violated the Agreement of February 14, 1956, when it required the Section Crew assigned to Section No. 362 to discontinue removing snow from switches at 5:00 p.m. and thereafter assigned and/or otherwise permitted train service employes to perform snow removal work on the switches within the territorial limits of Section No. 362.
- "(2) Section Foreman T. Felker and Sectionmen B. Bedijian, W. S. Archer, and C. Bruno each be allowed a minimum payment of two hours and forty minutes at time and one-half of their respective basic hourly rates as per Rule 22, account of the violation referred to in Part (1) of this claim."

FINDINGS: Special Board of Adjustment No. 313, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

The Carrier and employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Board has jurisdiction over the dispute involved herein.

A foreman and section crew with headquarters at Wallace, Idaho, are claiming the right to some work performed in removing snow and ice by a train crew at Wallace on the day in question.

There is a dispute as to the amount of snow that fell on the afternoon in question (statements of carrier and organization spokesmen ranging from a "flurry" to "seven inches") and whether the switches were operational or non-operational. There is nothing in the record about how much was already removed by the section crew up until their regular quitting time at 4:30 p.m.

Management decided that the switches were operational. This appears to be a matter of degree and a matter of judgment. Whether the engine crew could manage the snow and ice, as they are expected and required to do on occasions, or whether the services of a section crew were needed under the circumstances is a

decision for management and not a decision for the section crew or this Board, unless, of course, a violation is involved.

The carrier contends that nowhere in the working agreement or practice between the parties is it provided that removing snow and ice is the exclusive work of the maintenance-of-way employees under the circumstances in the case at hand. The organization cites no provision, practice or understanding to the contrary.

The organization cites half a dozen excerpts from the seniority provisions of the working agreement, but seniority is not in point.

We find no violation of the working agreement and no basis on which the claim can be sustained.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 313

(s) Marion Beatty
Marion Beatty, Chairman

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

(s) A. D. Hanson
A. D. Hanson, Carrier Member

Omaha, Nebraska
June 10, 1960