

SPECIAL BOARD OF ADJUSTMENT NO. 285

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
vs
READING COMPANY

Award No. 20
Case No. 20

STATEMENT OF CLAIM:

1. That the Carrier violated the effective Agreement by allowing train crews to clean snow from the switches at Mine Hill, East Scale, east of Mine Hill Crossing and Cressona, Pennsylvania, on March 5 and 6, 1960, in lieu of using the Section or the Track Forces of the District Gangs at Auburn and Minersville.
2. That the members of these two referred to District Gangs now be compensated for an equivalent amount of time at their own respective rates as was spent by the train crews in cleaning the snow from the switches herein referred to.

OPINION OF BOARD:

On Thursday, March 3, 1960, the snow fell to a depth of approximately 14 inches in the Shamokin Division area involved in the subject claim. The Carrier assigned track forces to clear this snow from switches and other locations on these dates. Because of the depth of the snowfall, Carrier also assigned B&B forces and hired new employees on a temporary basis to assist in the necessary snow removal, according to the Organization's oral statements at the hearing. M of W track forces continued to perform snow removal on Friday, March 4, by which time the snow fall had already stopped. These forces were allowed to report off at 4:00 p.m. All of the switches had been cleaned by that time. On Saturday, March 5, the Carrier called out on overtime a total of six track force employees from two different gangs to perform additional snow removal because a brisk wind was blowing snow into switches that already had been cleaned. No track force employees were called out for snow removal duty on Sunday, March 6.

On the Saturday and Sunday involved the crew of Extra 611-803-633, in connection with movement of its own train, cleaned snow from several switches in the vicinity of Mine Hill Crossing. On the same Sunday the crew of Extra 253 cleaned snow from several switches in the vicinity of Cressona and Mine Hill Crossing in connection with the movement of its train. The snow cleaning activity of these crews on the involved dates became necessary because the wind had blown snow back into the switches. The train crew of Extra 611-803-633 notified the Train Dispatcher before leaving St. Nicholas for the return trip that switches would again have to be cleaned at the locations here involved. Nevertheless when members of this crew arrived at Mine Hill Crossing about 5:00 a.m. on Sunday, March 6, they found it necessary to clean the cross-over switches and also the switches at East Scale Crossover, East Mine Hill Crossing, and the switch leading to Track No. 1. It is contended in behalf of the subject claim that the Carrier violated the controlling Agreement by assigning or permitting train crew personnel to perform switch cleaning work as above described.

The removal of snow from tracks and switches is normally work which accrues to employees covered by the M of W Agreement. On the other hand, train crews have traditionally removed snow from switches when necessary for the movement of their own trains. "It is axiomatic that train movement cannot be held up solely because M of W forces are not available to clean switches." (Award No. 6 of this Board.) Nevertheless, the Carrier is not relieved of its obligation to assign this work to track forces when, by its own failure to take reasonable action, an emergency situation is created which requires train crews to perform snow removal in order to maintain train movement.

In the instant situation, immediately prior to the Saturday and Sunday in question all of the switches in the snowfall area had been cleaned of snow by M of W forces, or by other employees properly assigned to assist said forces. In the face of this circumstance, the Carrier nevertheless called out six track force employees on Saturday to perform recleaning of switches resulting from wind-blown snow. We do not think the Carrier should be held liable for the fact that some cleaning of switches by train crews was found to be necessary on this date, simply because Management had failed to call out all of the employees in the two section gangs involved. A high degree of managerial judgment is required in a situation of this kind. It is virtually impossible to predict with precision the amount of switch recleaning that will become necessary due to wind conditions. The Carrier cannot be expected to call out track forces every time a gust of wind blows while snow is on the ground. So far as Saturday, March 5, is concerned, Management made a reasonable judgment in good faith by calling out six track force employees for snow removal work. We find no basis for the subject claim so far as this date is concerned.

With respect to Sunday, March 6, however, we have seen that the Train Dispatcher at St. Nicholas had been told by a train crew that cleaning of switches would be necessary along the route that the crew had already covered. The Carrier therefore had prior knowledge of the need for additional snow removal on March 6. It could have called out track forces to perform this known work, and should have done so. The claim therefore will be sustained at pro rata rate with respect to March 6, 1960.

AWARD:

Claim sustained at pro rata rate with respect to Sunday, March 6, 1960. The claim is denied with respect to Saturday, March 5, 1960.

(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 16, 1961.