

The Second Division consisted of the regular members and in addition Referee Irving R. Shapiro when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A.F. of L. - C. I. O.
((Carmen)
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rule 1, Section 2(e) when upgraded Carman P. A. Thompson, North Little Rock, Arkansas was not permitted to complete his bulletined assignment of truck driver on June 22, 1972 when the truck was called for wrecking service at Malvern, Arkansas on that date.
2. That accordingly the Missouri Pacific Railroad Company be ordered to compensate upgraded Carman Thompson in the amount of six (6) hours at the punitive rate for June 22, 1972.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

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

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

In the early afternoon of June 22, 1972, the derailment of three cars at Malvern, Arkansas, resulted in three members of the North Little Rock wrecking crew being called upon to travel forty-five miles to the scene of the accident and reraill the cars. The crew was instructed to use a truck, normally used for emergency road work, to transport them and certain equipment needed for reraillment from North Little Rock to Malvern and return. They left North Little Rock at 2:30 PM and returned at 9:30 PM, with one of the regularly assigned members driving the

vehicle.

Claimant, classified as a Carman Helper, had been upgraded to Carman when he bid for and was assigned to fill a temporary vacancy created for the period when the regularly assigned Carman-Truck Driver was on vacation. The bulletined position he held on June 22, 1972 had assigned hours of 7:00 AM to 3:30 PM, Monday through Friday.

The Claim rests on the position of Petitioner that prior to the end of Claimant's regular tour of duty on the day in question, the vehicle used for Claimant's job assignment was furnished to the wrecking crew for its use between 2:30 PM and 9:30 PM. Had Claimant been permitted to fulfill his regular assigned duty of driving the vehicle involved, he would have been with the wrecking crew until 9:30 PM and earned six hours of overtime pay.

It is noted that Petitioner does not contend that the three employees called out for the rerailing were not the proper ones to be drawn from the wrecking service overtime board. Nor does it argue that more than three crew members were necessary to accomplish the work involved. The thrust of its position is that only Claimant was to be permitted to drive the truck and therefore he should have been added to the crew for such purpose.

Nothing in Rule 1 Section 2(e) or Rules 117 (Classification of Work), and Rule 119 (Wrecking Crews) of the Controlling Agreement prohibit Carrier from assigning any and all necessary equipment and tools to be used by mechanics of the appropriate categories to perform their properly assigned tasks. It is well established that no employee "owns" a piece of equipment belonging to Carrier and has exclusive rights to use same. This was well stated in Third Division Award 19815 (Roadley) in which it was held that, "Nothing in the Agreement supports the contention the Claimant, as a Laborer-Driver, had exclusive rights to drive any particular truck or that Carrier is restricted in the use of a Carrier-owned vehicle to its operation by any one employee alone to the exclusion of all others."

The facts in this case are clearly distinguishable from those in Award 6460 of this Division. There, the call out of a wrecking crew member who was on his rest day to drive a truck to handle a derailment, instead of utilizing one of the members of the crew who was on duty that day to perform this function, deprived the Claimant in that case of his opportunity to be a member of the wrecking crew. That did not, as in the instant matter, involve adding a truck driver to the crew for the sole purpose of transporting the members thereof, and the necessary tools to and from the derailment. That was a case of mis-assignment from the wrecking service board, which is not what occurred on June 22, 1972 at North Little Rock.

Form 1
Page 3

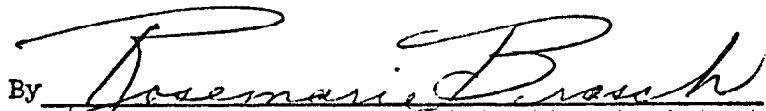
Award No. 6696
Docket No. 6594
2-MP-CM-'74

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of May, 1974.