Award No. 7310
Docket No. CL-7192

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, as amended, particularly the Scope, when employes of another craft were used to operate fuel truck, Enginehouse, Wilmington, Delaware, Maryland Division.

(b) J. A. Deighton, Chauffeur, be allowed eight hour's pay for December 31, 1952, and pay for each subsequent date and time this fuel truck is operated by such employes, as a penalty. (Docket E-848)

EMPLOYES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes as the representative of the class or craft of employes in which the Claimant in this case held a position and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.

There is in effect a Rules Agreement, effective May 1, 1942, as amended, covering Clerical, Other Office, Station and Storehouse Employes between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of the Railway Labor Act, and also with the National Railroad Adjustment Board. This Rules Agreement will be considered a part of this Statement of Facts. Various Rules thereof may be referred to herein from time to time without quoting in full.

The Claimant in this case, J. A. Deighton, is an employe the incumbent of a regular position of Chauffeur, located at the Stores Department, Wilmington Shops, Wilmington, Delaware, tour of duty 7:00 A. M. to 12:00 Noon and 12:30 P. M. to 3:30 P. M., daily except Saturdays, Sundays, and Holidays, on the Carrier's Maryland Division.

His duties include the operating or driving of highway trucks, which requires him to have a Chauffeur's license.

All data contained herein have been presented to the employe involved or to his duly authorized representative.

(Exhibits not reproduced.)

OPINION OF BOARD: The basis of this claim is that in connection with the servicing of Diesel Locomotives, Carrier placed in service a new 15 ton automobile truck equipped to carry 1250 gallons of fuel oil, 2000 pounds of sand, lubricating oil, tools and supplies. The operating of this truck was given to Maintenance of Equipment employes who service the Diesel Locomotives. The claim is presented here by the petitioning organization on the proposition that such operation of this truck belongs to Chauffeurs covered in the Scope of its Agreement with Carrier under Group 2, as follows:

"Group 2—Other Office, Station and Storehouse Employes of the following Classifications:

* * * * *

Chauffeurs (Stores and Station Departments)

* * * * *."

Claimant was a regular incumbent of the stated Chauffeurs position.

Carrier's position is that the historical background of similar operations shows that Carrier has not contracted the exclusive right to perform all truck driving to any one craft by contract and that the work in question is an incidental part of the work of the Maintenance of Equipment employes, citing Award 4978, with other awards of this Division.

We do not believe under the facts presented in this claim that the Scope Rule in this Agreement has the broad application contended for by Petitioner. We believe that the driving of this truck is incidental to the work of servicing of Diesel Locomotives and is but a part of the general business of the use of material, tools and the furnishing of supplies and is a part of the primary function of such service and this work is properly that of Maintenance of Equipment employes. Award 4978 gives an excellent statement of the general proposition existing here and we accept the reasoning stated therein with approval. See also Award 7245.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April, 1956.