

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

H. Raymond Cluster, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY (Gulf District)

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

(a) The Carrier is violating the Clerks' Agreement at Palestine, Texas, when it requires or permits persons not covered by the Clerks' Agreement to drive Company-owned automobile to transport men and material to make repairs to equipment at outside points.

(b) Claim that R. L. Huff, Truck Driver, be paid on a "call" basis for violations occurring on February 15, 1955, February 19, 1955, February 26, 1955 and March 11, 1955, as well as any subsequent violations.

EMPLOYES' STATEMENT OF FACTS: Mr. R. L. Huff, Mechanical Department employe, Palestine, Texas, is regularly assigned as Truck Driver. His normal duties include transporting men and material to make repairs to equipment at outside points.

On February 15, 1955, Roundhouse Foreman transported men and material to Jacksonville, Texas.

On February 19, 1955, Roundhouse Foreman transported men and material to Trinity, Texas.

On February 26, 1955, the Roundhouse Foreman transported men and material to Tecula.

On March 11, 1955, a Mechanical employe again transported men and material to Jacksonville.

Mr. Huff was available, fully qualified and equipped with chauffeur's license to perform this work, however, Carrier elected to use persons not covered by the agreement to perform work regularly assigned to Mr. Huff.

POSITION OF EMPLOYES: The facts in this case are not in dispute. On March 18, 1955 the Local Chairman of Seniority District No. 22 (consolidated Mechanical and Store Departments, Palestine, Texas,) forwarded to

OPINION OF BOARD: Claimant was regularly assigned as a Truck Driver in the Stores Department at Palestine, Texas. Although assigned to the Stores Department, it appears that his duties included the driving of a Mechanical Department truck. In 1945, the duties of this position were described by the Carrier as follows: "Drive Mechanical truck carrying men and material to points on line to repair equipment. Clean office and carries mail to different places around shops . . ." On the dates in question, supervisory personnel transported Mechanical Department employees in a Carrier-owned automobile assigned to the Mechanical Department to points on road to make emergency repairs to Diesel locomotives. It is contended that Claimant should have been called to perform the required driving.

The claim is based upon the Scope and Seniority rules and the job description quoted above. In short, Claimant contends that the carrying of men and material to points on line repair equipment is work belonging to his position, no matter what means of transportation is used; and Carrier contends that such work belongs to Claimant's position only when the Mechanical truck is used.

It appears from the facts that repairs to Diesel engines require less heavy and bulky equipment than repairs to steam engines and that therefore there is less need to use the truck for this purpose than formerly. It further appears that the truck is still used constantly to carry carmen and equipment to points on line to where mechanics are not employed to fix hot boxes and make other repairs, and also in cases of wrecks and derailment. It is also stated by Carrier that it has always been the practice for supervisors to use automobiles, either privately-owned or Carrier-owned, for the same purpose and in the same manner as here. Carrier concedes that if the Mechanical truck had been used in these cases, Claimant would have been entitled to the work.

We conclude that the rules do not support the contention that all work of transporting men and material to points on line to repair equipment belongs to Claimant's position. The position is classified as Truck Driver and the job description states "drive Mechanical truck"; the right to transport men and material by other means is not reserved to Claimant's position either by the rules, the job description or practice.

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 Employee involved in this dispute are respectively Carrier and Employee 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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 8th day of April, 1958.