

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

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

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RR. CO.

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

1. The Carrier violated and continues to violate the Clerks' Rules Agreement at Janesville, Wisconsin when it removed Store Department chauffeur work covered thereby and permitted employees of other departments to perform the truck hauling service which has been exclusively performed by Store Department employees over a period of many years.

2. The Carrier shall now be required to return the Chauffeur work which was a part of Store Department Chauffeur position No. 628 now being performed by other than Store Department employees at Janesville, Wisconsin to employees of the Store Department in Seniority District No. 118 covered by the Clerks' Rules Agreement.

3. Compensate Employee L. E. Cook at time and one-half the Chauffeur's rate of pay for the following days:

March	15, 1956	2	Hours
April	1, 1956	8	"
April	7, 1956	3	"
April	14, 1956	3	"
April	21, 1956	2	"
April	27, 1956	2	"
April	30, 1956	6	"
May	15, 1956	4	"
June	4, 1956	4	"
June	5, 1956	8	"
June	6, 1956	3	"
June	7, 1956	3	"
June	8, 1956	3	"
June	10, 1956	8	"

with or without one or more Locomotive Department employees to make inspection and/or repairs to Locomotive equipment."

On Thursday, March 15, 1956 a Car Department employee drove the company truck to transport himself and other carmen with tools and material to the Chevrolet Plant in Janesville for the purpose of rerailling freight cars. The services of a Store Department employee were in no way required. There was no Store Department material nor any Store Department function involved in this instance. Car Department employees had, on many occasions during the past years, used the Store Department truck or used a company truck assigned to some other department to transport themselves to points within and outside Janesville in exactly the same manner as was done in this particular instance.

The circumstances in connection with the other dates involved in the claim are quite comparable.

Surely it will be apparent in each case that it was totally unnecessary to have a Store Department employee drive the company truck and accompany the *Mechanical Department employees to the various locations for equipment repairs*. This is not work which is included within the scope of the Clerk's Agreement, it is not work which has been performed exclusively at any time by employees covered by the scope of the Clerks' Agreement but to the contrary, is work included within and performed by employees covered by the Shop Craft Agreements and we submit there is no provision within the schedule rules which awards the work of driving company trucks, to handle Locomotive and Car Department employees to various locations, to employees covered by the Clerks' Agreement, but to the contrary, specifically by the provisions of the first paragraph of Rule 1 (e), as this work is covered by other agreements, it is definitely and specifically excluded from the scope of the Clerks' Agreement.

While the circumstances involved in the case covered by Award 7310 are not identical to those involved in the instant case, yet it would appear that much the same principle was involved. There your Honorable Board denied the claim of the Store Department chauffeur and held 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 employees."

The Carrier respectfully requests that the claim be denied.

All data contained herein has been presented to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: The paucity of the evidence presented and exchanged by the parties during the handling of this dispute on the property requires dismissal of the Claim. Please see Circular No. 1 of the Board.

Having reached this conclusion, it is not necessary to decide other issues raised by the parties or in their behalf.

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

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of August 1962.