



Award Number 17548

Docket Number CL-17998

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6491) that:

1. Carrier violated the rules of the Clerks' Agreement at Minneapolis, Minnesota when it required employes F. O. Worrell and L. Neely, to suspend work on their regular assignments to perform work in another seniority district, cross craft lines, and enter into a different division to take a yard check at St. Louis Park, Minnesota using their personal automobiles.
2. Carrier shall now be required to compensate employe F. O. Worrell an additional four (4) hours at the time and one-half rate of Position 14620, Yard Clerk, for each of the following days:

June 2, 5, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, July 3, 5, 6 and 7, 1967

3. Carrier shall now be required to compensate employe L. Neely an additional four (4) hours at the time and one-half rate of Position 14620, Yard Clerk, for each of the following days:

July 10, 11, 12, 13 and 14, 1967.

EMPLOYEES' STATEMENT OF FACTS: Claimant F. O. Worrell is the regularly assigned occupant of Yard Clerk Position 14620. His assignment is located at Minneapolis Minnesota Bass Lake Yard, in Seniority District No. 25. His hours and days of assignment are 6 A.M. to 2 P.M. Monday through Friday, with Saturday and Sunday rest days.

Claimant L. M. Neeley performed vacation relief work on Position 14620 from July 10, through and including July 14, 1967.

Employes Worrell and Neely were instructed by Agent A. J. O'Rourke to suspend work on their regularly assigned position on each claim date, use their personal automobiles, drive approximately 13 round-trip miles and make a yard check of freight cars spotted at industries and elevators located in St. Louis Park, Minn.

to do, i.e., yard and industry check, nor did either perform work belonging exclusively to any craft, nor did either exceed or cross seniority district boundaries in the pursuit of assigned duties.

Claimant F. D. Worrell, on each date specifically identified in Item 2 of the Employees' Statement of Claim, worked his assigned position (Yard Clerk Position No. 14620) during the assigned hours thereof (6:00 A.M. to 2:00 P.M.) and Claimant L. Neely, on each date specifically identified in Item 3 of Employees' Statement of claim worked the assigned hours of the position on which he performed vacation relief (Yard Clerk Position No. 14620—6:00 A.M. to 2:00 P.M.). Both claimants, of course, were paid eight hours at the pro rata rate on each claim date, and properly so.

Attached hereto as Carrier's Exhibit "B" is a copy of a letter dated December 15, 1967 from Mr. S. W. Amour, Vice President-Labor Relations, directed to Mr. H. C. Hopper, General Chairman of the Clerks' Organization.

(Exhibits Not Reproduced)

OPINION OF BOARD: We conclude from examination of this record that the claims made herein have not been supported and must therefore be denied.

The stated Claim itself alleges violation of agreement rules when the Carrier required the two employees "to suspend work on their regular assignment to perform work in another seniority district, cross craft lines and enter into a different division to take a yard check at St. Louis Park, Minnesota using their personal automobiles."

The record shows that Claimants have failed to establish,

- (1) that the two subject employees had been required to do work other than that assigned to them in the past; or
- (2) that the work was done in seniority district other than theirs; or
- (3) that under any circumstances, they suffered a loss or deprivation by these assignments; or
- (4) that there is any schedule rule or agreement which supports the penalty payments of four hours at time and one-half sought by claimants for the actions alleged.

The record also fails to establish that the Claimants are the appropriate ones for the circumstances alleged. Logic would suggest that if there was, in fact, an invasion by these two employees of the work rights of another, the latter would be in the position of the injured and the Claimant, rather than the two on whose behalf the claims are here made.

The record also reflects uncertainty as to the violations identified and redress sought. Employee acknowledge that under Rule 46(b) the employee may use his automobile in the rendition of service when properly authorized and compensated. But they go on to say:

"Carrier's offer of 8¢ per mile was considered inadequate, inequitable, unilateral and unreasonable in the face of high insurance costs and risks. This is the crux of the employee's claims wherein

they seek adequate compensation for the use of their personal automobiles which the Agent required and ordered them to use in the rendition of service for the Carrier."

If a claim for higher automobile mileage compensation is indeed "the crux" of these claims, it is not detectable in the Statement of Claim which has reached this Board.

For these reasons, we must deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1969.