

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 29624  
Docket No. MW-29255  
93-3-90-3-134

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance  
(of Way Employees  
(Southern Pacific Transportation  
(Company (Eastern Lines)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Agreement was violated when the Carrier assigned junior employe D. R. Potter instead of senior employe D. E. Flurry to perform overtime heavy duty truck operator's work between Houston and Corsicana, Texas on April 2, 1989 (System File MW-89-35/479-60-A).

(2) As a consequence of the aforesaid violation, Mr. D. E. Flurry shall be allowed eight and one-half (8.5) hours of pay at the heavy duty truck operator's time and one-half rate."

FINDINGS:

The Third 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.

The Carrier maintains a kitchen trailer for various purposes. On April 2, 1988, a Heavy Duty Truck Driver, junior to the Claimant herein, operated a truck to move the trailer from Houston to Corsicana, Texas. At Corsicana, the employee set up the trailer, obtained groceries, and prepared food for an employee cookout.

The Claimant, stating he was available for overtime work on April 2, 1988, contends that the duty of driving the truck should have been assigned to him as a senior Heavy Duty Truck Driver. In support of its position, the Organization relies on the seniority provisions of the Agreement.

Article 22, however, is concerned specifically with Heavy Duty Trucks. Article 22 reads in pertinent part as follows:

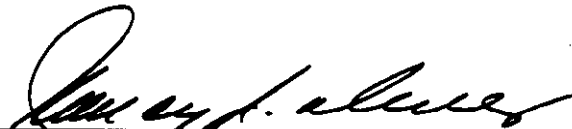
"SECTION 1 - When heavy duty trucks assigned to the Roadway Machine Department are regularly used to transport material, roadway equipment, or to handle material for maintenance of way gangs in performance of their work, such trucks will be operated by Roadway Machine Operators, and the position of truck operator will be established and will carry the rate as shown in rate schedule for heavy duty trucks."

The task involved herein does not fall within the parameters of Article 22, Section 1. Since the functions specified in this Section were clearly not involved in movement of a kitchen trailer and related cooking tasks, there is no requirement on the Carrier to follow seniority provisions applicable to Heavy Duty Truck Drivers in the performance of their normally assigned maintenance of way duties.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:   
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of April 1993.