

Award No. 13700

Docket No. CL-14298

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

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

**THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC
RAILWAY COMPANY**

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-5380) that:

(a) Carrier violated the Agreement at Chattanooga, Tennessee, when on Friday, May 18, 1962, it required Ross Harrod, General Foreman, to drive company truck from Chattanooga, Tennessee to Sheffield, Alabama, and return, transporting an Air Compressor for an engine out of service.

(b) Carrier shall be required to pay the occupant of the Truck Driver position at Chattanooga, Tennessee, Carl Wilson, for ten (10) hours at the proper time and one-half rate account Ross Harrod was utilized in the transportation of the Air Compressor from Chattanooga, Tennessee to Sheffield, Alabama, and return, Friday, May 18, 1962."

EMPLOYEES' STATEMENT OF FACTS: Ross Harrod is General Foreman at Chattanooga, Tennessee. He is an official, excepted from the provisions of the Clerical Agreement, and his duties are supervisory.

Carl Wilson has seniority dates of August 1, 1920 on the Chattanooga, Tennessee, District, and April 16, 1953 on the Somerset, Kentucky, District, on Seniority List of Employees for Storehouse Men, Group 4, posted July 1, 1961.

Friday, May 18, 1962, Ross Harrod, General Foreman, performed Group 4 employees' work, he hauled an Air Compressor in a truck from Chattanooga, Tennessee, to Sheffield, Alabama, and return, for servicing of an engine that was out of service (Employees' Exhibit "B").

Carrier contends that the Air Compressor had already been charged to the M. E. accounts and was not an item to be chargeable from one Storehouse account to another. Despite this contention, such work has always been performed by Storehouse employees. In fact, prior to World War II trucks in other than the Storehouse Department were a rarity.

held that the fueling of Diesel locomotives was not reserved exclusively to Stores Department employes under Rules 1 and 2 of the Clerks' Agreement, although they had performed such work prior to March 1958, and denied the "continuing" claim.

In numerous other decisions the Board has consistently held that its authority and function under the Railway Labor Act is to interpret the rules of the agreements in effect between the parties to disputes, not to make new rules for the parties or to change or alter the existing rules.

The evidence of record does not support petitioner's contention that the agreement was violated, nor does it support the claim for pay. For the reasons set forth herein, the claim should be denied in its entirety, and carrier respectfully requests that the Board so decide.

(Exhibits not reproduced).

OPINION OF BOARD: This claim arose when Carrier permitted Ross Harrod, General Foreman, of the Mechanical Department, who is not covered by the Clerks' Agreement, to haul an Air Compressor by truck from Chattanooga, Tennessee, needed for installation on an engine that was out of service in Sheffield, Alabama. He also drove the company truck back to Chattanooga, Tennessee.

Carl Wilson, occupant of the Truck Driver position at Chattanooga, Tennessee, claims that Foreman Harrod performed Group 4 employes' work which properly belongs to Storehouse employes covered by the Clerks' Agreement and which has been performed by them in the past. He replies on Rules 1 and 2(f) to sustain his position. Carrier, on the other hand, contends that the Compressor was not part of the Stores Department equipment and that the employes of this Department have no contractual right to the work of transporting material from one city to another.

It is significant that the Air Compressor was repaired by the Mechanical Department and was not removed for delivery to Sheffield from the Stores Department. In fact, the Division Storekeeper had not received the request to handle this equipment. Since we find that this item was not Stores Department material, the Truck Driver for the Stores Department does not necessarily have the right to operate trucks for the transportation of equipment that is under the jurisdiction of the Mechanical Department. Moreover, although Rule 2(f) describes the duties of Storehouse employes in connection with the handling of materials in the accounts or possession of the Stores Department at the location where employed, it does not include long distance or over-the-road truck transporting of equipment not under Stores Department control. To be sure, there have been occasions when Storehouse Truck Drivers have made road trips, but Mechanical Department employes have also transported their equipment from city to city. Thus, neither the Agreement nor the practice supports the position of an exclusive right by Stores Department Truck Drivers to perform the work in question. We hold that the Agreement was not violated.

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 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

The Agreement of the parties was not violated.

AWARD

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 June 1965.