

AWARD NO. 37
CASE NO. 344

SPECIAL BOARD OF ADJUSTMENT NO. 293

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
Versus
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement on September 21, 1961, by assigning or otherwise permitting a Storehouse employee to transport and deliver track material for use on Section No. 4 at Bayway, N. J.
2. The regularly assigned Track Driver Stephen Hutnick be now reimbursed for an equivalent amount of time as was consumed by this Storehouse employee in performing this referred-to work on September 21, 1961.

OPINION OF BOARD:

Sometime between 7:00 A.M. and 8:00 A.M. on September 21, 1961 Track Supervisor Kozzi advised Supervisor Reagan (who had jurisdiction over the entire Central Division) that certain track materials-splice bars, bolts and spikes-were needed at Section 4, Bayway. Supervisor Reagan replied that none of the three M. of W. trucks assigned to the Central Division was available. It appears that at the time involved, all of these trucks were being used by M. of W. personnel. After waiting unsuccessfully approximately two hours for a M. of W. truck to become available, Supervisor Kozzi requested the Stores Department to deliver the requested supplies from the Elizabethport Material Yard to Section 4, Bayway. This delivery was completed at about 10:30 A.M. by a Stores Department employee driving a Storehouse truck. Said Stores Department employee is covered by the Clerks' Agreement. Claim was then filed in behalf of Stephen Hutnick, a Truck Driver covered by the M. of W. Agreement. Claimant Hutnick was engaged in operating a M. of W. truck at the time that a need arose for delivery of the subject materials to Section 4, Bayway.

We recognize that it is a regular function for M. of W. Truck Drivers such as Claimant Hutnick to deliver materials from the Elizabethport Material Yard to the using track forces of the Central Division. Contrariwise, this is not a normal function for Storehouse personnel. In the subject instance, however, neither Claimant Hutnick nor any other M. of W. Truck Driver and M. of W. vehicle was available for handling delivery of the track materials needed at Section 4, Bayway. There is no showing that the carrier was negligent in failing to foresee this need prior to the time that request for the materials was made by Track Supervisor Kozzi. The fact that the supervisor waited approximately two hours for a M. of W. vehicle to become available is indication of his desire to use a truck driver covered by the M. of W. Agreement.

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We conclude that the circumstances were sufficiently extenuating to justify the Carrier's use of a Storehouse employee to make the disputed deliver,.

AWARD: Claim denied.

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

/s/ A. J. Cunningham /s/ C. S. Strang
A. J. Cunningham, Employee Member C. S. Strang, Carrier Member

Jersey City, N. J.
May 31, 1966