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Docket No. CL-7818  
Award No. 6

SPECIAL BOARD OF ADJUSTMENT NO. 177 (PRR)

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

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, particularly the Scope, when it permitted E. R. Ellenberger, Stockman, Terre Haute, Indiana, Southwestern Division, to transport stores material and parts in his private automobile from Danville, Illinois, to Terre Haute, Indiana, on November 6, 1953.

(b) C. T. Egan, Motor Truck Driver, Terre Haute, Indiana, should be allowed eight hours pay as a penalty for November 6, 1953, because of this violation. (Docket W-899)

FINDINGS: Nothing in the Scope Rule or shown practice indicates that Claimant's classification of motor truck driver extended his duties beyond those customarily performed by the use of motor trucks.

It is shown that the return and delivery of truck parts and other company material has not customarily been performed exclusively by motor truck but has been made by various means of conveyance depending upon the requirements and convenience of the service whether by truck or freight or as baggage.

It is also shown that parts and supplies have been carried by privately owned autos of employees when incidental to other services properly being performed by the user of the automobile.

The size and weight of the replacement parts here involved are not shown but patently they are not so large or heavy as to prevent their being conveniently carried in a private automobile.

If the Stockman and Gang Foreman who used the Foreman's private automobile in the exchange of parts at Danville took back the wrong parts and returned with the correct parts for the primary purpose of exchanging those parts, the work belonged to Claimant and the claim should be sustained. On the contrary, if the main purpose of the trip was to straighten out the confused invoice and charges and to make selection of the proper parts in place of the wrong or incomplete parts which had been sent before, then the handling of the parts was incidental to the work of correcting invoices and selecting parts and was properly performed by the Stockman and Gang Foreman.

The Carrier has asserted the delivery of the parts was incidental and we think the Organization has failed to disprove that statement.

AWARD: Claim denied.

/s/ R. H. Skinner, Jr.  
R. H. Skinner, Jr., Carrier Member

/s/ S. V. W. Loehr  
S. V. W. Loehr, Employee Member

/s/ Mortimer Stone  
Mortimer Stone - Chairman