

SPECIAL BOARD OF ADJUSTMENT NO. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,
Express and Station Employees

and

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM:

System Docket No. 371 - Southwestern Region Case No. 27-58 - "Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly the Scope Rule, when it transported two M. of E. Employees, fifty feet of fire hose, and tools, in taxicabs owned and operated by the Red Cab Company, from Hawthorne Enginehouse to Eagle Coal Dock, Indianapolis, Indiana, Southwestern Region, to water steam generators on the diesel units to Trains No. 94 and 95, on January 1, 2, 3, 4, 5, 6, 7, 8 and 9, 1958.

(b) The Claimant, H. C. Perry, a Group 2 employe at Hawthorne Enginehouse, should be allowed eight hours' pay a day, as a penalty for each of these nine days. (Docket 371)"

FINDINGS:

The basic part of Carrier's defense is that the Scope Rule of the Clerks' Agreement "x x x does not, either directly or by implication, ascribe the specific work of transporting men and materials to Group 2 chauffeurs."

This is a correct statement, and the Board has already denied claims on the ground that the particular work or service involved did not accrue to Clerks to the exclusion of all other crafts or classes of employees.

Here, however, we do not have a dispute between the parties because Carrier assigned the work to, let us say, the Trainmen, or Maintenance of Way Employees, or Signalmen.

Here the Carrier assigned the task of transporting 2 M. of E. Department Employees, with 50 feet of hose and handtools from Hawthorne Enginehouse to Eagle Creek Coal Dock where they put water in the steam generators of Trains 94 and 95 to the Red Cab Taxi Company.

This was not just a "one and done" trip; nor was it an emergency. It was done on January 1, 2, 3, 4, 5, 6, 7, 8 and 9, 1958, when Claimant, a Group 2 Motor Truck Operator, was available.

This claim will be sustained.

SBA 374
Award No. 34

AWARD:

Claim sustained, with proviso Claimant be paid what Carrier would have been required to pay him had it used him at the times and on the dates in question.

Signed this 12th day of December 1, 1961.

/s/ Edward A. Lynch
E. A. Lynch, Chairman

/s/ A. E. Myles
A. E. Myles, Carrier Member

/s/ A. B. Seward
A. B. Seward, Employee Member