

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

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Southern Pacific Transportation Company

Dispute: Claim of Employes:

1. That the Southern Pacific Transportation Company (Texas and Louisiana Lines) violated the Agreement of April 6, 1970, when they arbitrarily assigned carmen's work of adjusting and securing pipe on flat cars to Pat Baker Contracting Company on September 4, 1979, San Antonio, Texas.
2. That accordingly, the Southern Pacific Transportation Company (Texas and Louisiana Lines) be ordered to compensate Carmen L. Senchez, P. A. Lothringer, R. Myers, D. E. Taylor, J. A. Pargman, A. Garcia and R. Tovar in the amount of ten hours (10') each at punitive rate for September 4, 1979, as they were available to perform this carmen's work.

Findings:

The Second 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 Organization treats this as a claim for work of its members in "adjustment" of loads of pipe on a number of flat cars. The flat cars had been set aside in a yard because of possible problems in derailment.

The record shows, however, that -- as a result of the problem -- portions of the loads were transferred from the cars to other cars. An outside contractor was employed for part of this work, by agreement between the shipper and the Carrier.

The Board need not examine here the rights -- exclusive or otherwise -- of the Claimants to "adjustment of loads", as covered by various rules and agreements and reviewed in a number of awards. In this instance, loads were partially transferred from the cars by agreement with and direction of the shipper. The Organization claims violation of the Agreement of April 6, 1970, but this is

concerned solely with "overtime boards" and its only pertinent portion, in Section (2), reads as follows:

"(2) Employees on the overtime board will be designated as Truck Drivers and Non Truck Drivers. Those designated as Truck Drivers will be subject to qualification by the Master Car Repairer. Wrecker crew members and extra wrecker crew members will be assigned to the overtime board and will be used for wrecker service, derailments and emergencies arising over delays to trains regardless of position on the overtime board. Record of overtime accruing in such service will be accredited to such employees and distributed as equally as possible and among wrecker crew and extra wrecker crew members. Other employees on the overtime board will be used for overtime road work involving application of wheels, couplers, adjustment of load and work of similar character including work involving lifting of cars."

The Organization does not show evidence of its jurisdiction over transferring of loads of shipper's goods from one car to another, which work can readily be distinguished from "adjustment of load".

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 5th day of January, 1983.