

The Second Division consisted of the regular members and in addition Referee W. J. Peck when award was rendered.

Parties to Dispute: ( Brotherhood Railway Carmen of the United States  
( and Canada  
( Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 26(a), 116, 117 and 121 when they furnished outside company with bad order cards and allowed them to inspect freight cars May 20, 25 and 26, 1981 and June 2 and 4, 1981 at Freeport, Texas.
2. That the Missouri Pacific Railroad Company be ordered to compensate Carmen O. Gilbert, T. Parker, B. R. Newberry, F. Aquire and R. Gonzales four (4) hours each at the pro rata rate.

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 employes 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 Carrier involved in this dispute maintains a train yard and repair facility at Freeport, Texas. At that point Carrier has contracted the cleaning of certain cars to a Mr. Ken Cook. There does not appear to be any dispute over cleaning cars, however, the employes contend that the Carrier has also furnished this contractor with "bad order cards" and allowed them to inspect freight cars May 20, 25 and 26, 1981 and June 2 and 4. Carrier denies furnishing any such cards and also denies that this subcontractor performed any inspection, that he merely made a list of the cars cleaned in order to support the request for payment and that he also reported any compartment doors in the interior that were defective as well as note any plug doors or side doors that did not work, and that he did this only to make a record of the cars he could not clean.

We have very carefully studied the file on this case and while there can be no question that inspection of cars is contractually carmen's work, we also note that in the exhibits attached to the employes' submission, which are the reports of work performed by this subcontractor, the alleged inspection in all except two instances consists of the words "door won't move" one instance appears to be "door(?) falling off" and one "is full of farmland anti-freeze". In order to clean a car the door must be opened (unless it already is) we are not sure whether or not it could be cleaned if the door was falling off but certainly it could not if full of "farmland anti-freeze".

We do not believe that the above cited reports indicates anything except a very brief explanation as to why these particular cars could not be cleaned and certainly falls very short of what inspecting a car normally amounts to. Since there is nothing in the record to show that this contractor was in fact inspecting cars we must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:   
Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 8th day of August, 1984.