

Award No. 15545
Docket No. CL-15312

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**SOUTHERN PACIFIC COMPANY
(Pacific Lines)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5648) that:

(a) Carrier violated and continues to violate the Agreement between the parties effective October 1, 1940, as amended, when it removed the physical handling of its LCL rail-billed freight from the scope and operation thereof at the Los Angeles Freight Station and assigned it to Pacific Motor Trucking Company employees, which employees do not have seniority rights thereunder; and,

(b) Carrier shall now be required to restore said work to the scope and operation of the Agreement and compensate unassigned Check Clerk G. Magallanes and unassigned stevedores Antonio Sanchez and A. J. Moore, and their substitutes and/or successors in seniority order on the unassigned list, eight (8) hours' additional compensation each at the pro rata rate of their respective positions June 12, 1961, and each date thereafter that they are not permitted to load rail billed LCL freight into rail cars and/or piggy-back vans when, instead, Pacific Motor Trucking Company employees not covered by the Agreement are required or permitted to load such freight into the Trucking Company vans at the Trucking Company's dock for piggy-back shipment over Carrier's rails.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement bearing effective date October 1, 1940, reprinted May 2, 1955, including revisions, (hereinafter referred to as the Agreement) between the Southern Pacific Company (Pacific Lines) (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (hereinafter referred to as the Employees) which Agreement is on file with this Board and by reference thereto is hereby made a part of this dispute.

"As stated to you in conference, this was simply a case of transferring less than carload freight in possession of trucking company by its employees to its trailer on flat car equipment prior to delivery to the Carrier, which did not involve or contravene any provision of the Clerks' Agreement.

Claim is not supported by any provision of the Clerks' Agreement and is denied."

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves the same parties, Agreement and pivotal issue of alleged violation as in Award 14366 (1966). In the Opinion in denial Award 14366, we distinguished the facts in that case from those in sustaining Award 12981 (1964) involving the same parties and Agreement as herein.

Carrier argues that Award 14366 is dispositive of the issue in the instant case. Petitioner contends, in effect, that Award 14366 is palpably wrong and that Award 12981 was and is dispositive of the issue.

We find that Award 14366 is in point and not palpably wrong. For reasons stated in Awards 10911, 13257, 13491, 13515, 13649, 13709, 13903, 14294 we hold that Award 14366 is binding precedent. We, therefore, will deny the Claim in the instant case.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 5th day of May 1967.

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