

PUBLIC LAW BOARD NO. 148

Index-33-71

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
vs
BOARD OF TRUSTEES OF THE GALVESTON WHARVES

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement on August 3, 4, 5, 8 and 9, 1966 by assigning or otherwise permitting the Kane Pipe Works to operate it's own truck crane with it's own operator on P-14 at Galveston Wharves in the performance of certain work of unloading dredging pipe from trucks and loading same on a barge.
2. Hoist Operator James Kolenovsky be now compensated for 8 hours pay at his respective rate on each of the dates referred to in part 1 of this claim.

OPINION OF BOARD:

On the claim dates Kane Pipe Works loaded pipe owned by them from their own truck to a barge at Carrier's Pier 14, using a truck crane, owned and operated by Kane Pipe Works and manned by Kane's employees. The contention in the claim is that the subject work is reserved to employees covered by the parties' Agreement and that claimant hoist operator therefore was improperly deprived of work.

The Scope Rule of the Agreement reads:

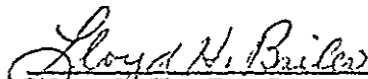
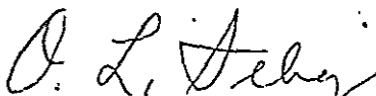
The rules contained herein shall govern the hours of service, working conditions and rates of pay of employees classed as operators and helpers on locomotive hoists that are mounted on railway trucks and running on railway tracks when used for handling commodities handled or controlled by Galveston Wharves.

The subject pipe was handled by the owner, who controlled it. Since this pipe was neither handled nor controlled by the Carrier, the confronting claim is without Agreement support.

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AWARD

Claim denied.

Lloyd H. Bailer, Neutral MemberO. L. Selig, Carrier MemberA. J. Cunningham, Employee Member

Dated: April 17, 1968