

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13775
Docket No. 13614
03-2-01-2-17**

The Second Division consisted of the regular members and in addition Referee Nancy F. Eischen when award was rendered.

**(Brotherhood of Railroad Carmen Division
(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Springfield Terminal Railway Company**

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. The Springfield Terminal Railway Company violated the terms of our current agreement, in particular Rule 2.1 (a) and (b) when the Carrier ordered or otherwise assigned a supervisor to perform work belonging to the Carman craft at East Deerfield, MA on December 1, 1999.**
- 2. That accordingly, the Springfield Terminal Railway Company be ordered to compensate Carman Ralph K. Barnes in the amount of one (1) hour pay, at the overtime rate. This is the amount he would have earned, if properly called.”**

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

On January 31, 2000, the Organization submitted a claim, on behalf of Carman R. Barnes (Claimant), alleging that on December 1, 1999, Trainmaster M. Galvis "inspected freight train POMO, coupled air hoses, and assisted a Carman with a brake test."

In its denial, the Carrier stated that Trainmaster Galvis did not "inspect" the cars as alleged. The Carrier did admit, however, that Galvis may have bled off the cars, maintaining that the work did not accrue exclusively to any craft and that "anyone" could perform said task.

In the April 19, 2000 response to the Carrier's denial, the Organization reiterated that Carmen had "traditionally" bled off cars while inspecting them, and that on December 1, 1999, the Trainmaster had performed work "reserved" to Carmen.

In their original claim, the Organization alleged that Trainmaster Galvis "coupled hoses for an initial terminal air brake test, inspected freight cars, and assisted a Carman with a terminal test," thereby performing work which accrues exclusively to the Carmen.

At the outset, the Carrier admitted that on the date at issue Trainmaster Galvis "bled off cars", maintaining that same constituted a task which "anyone" can perform. In the circumstances, we must concur with the Carrier. We find no evidence on this record, or in the Agreement between the parties, which prohibits supervisors from bleeding off cars.

With regard to the allegation(s) that Trainmaster Galvis "inspected cars" and "assisted a Carman with a terminal test," the Organization did not provide the name of the Carman who was allegedly assisted nor were there statements submitted from any employee who saw Galvis perform this work. Finally, although the Trainmaster stated that: "Of course I look at the cars and if I saw a defect I

would shop the car", there is no documentation on this record, such as an Inspection Form, which supports the Organization's allegation that "on December 1, 1999, Trainmaster Galvis inspected freight cars" Therefore, this claim must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 24th day of October 2003.