

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13964
Docket No. 13853
08-2-NRAB-00002-080006

The Second Division consisted of the regular members and in addition Referee William R. Miller when award was rendered.

(Brotherhood of Railway Carmen Division of TCIU
PARTIES TO DISPUTE: (
(Springfield Terminal Railway Company

STATEMENT OF CLAIM:

- “1. That the Springfield Terminal Railway Company violated the terms of our current Agreement, in particular Rules 2.1 and 29.2 when they ordered or otherwise allowed a Supervisor and tow (2) Maintainers to perform Carman’s work in Rigby Yard.**
- 2. That accordingly, the Springfield Terminal Railway Company be required to compensate Carman Michael Griffin in the amount of 2.7 hours at the overtime rate of pay. This is the amount he would have earned had the Carrier not violated our Agreement.”**

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 July 5, 2006, the Carrier ordered Supervisor Nava to have cars AEX 7052, AEX 7176, AEX 7039, AEX 8587 and AEX 7227 in Rigby Yard repaired after the shift had ended. It is undisputed that the work was performed by two Maintainers and Supervisor Nava.

It is the Organization's position that the Carrier violated Rules 2.1 and 29.2 when it failed to call the Claimant and instead allowed Supervisor Nava and two Maintainers to repair cars on July 5, 2006 at Rigby Yard. The Organization argued that contrary to the Carrier's assertions there is no proof that Claimant was called for the work, nor is there any evidence that the Carrier attempted to contact any other Carmen to perform the disputed work.

It is the position of the Carrier that it did not violate Rules 2.1 and 29.2. It argued that Supervisor Nava attempted to contact the Claimant to perform the work, but he was not available at the time of the call and it was not obligated to leave a message. Therefore, because it needed to complete this work in a timely fashion it utilized the Engine Maintainers that were already on duty and available to perform the work.

After reviewing the record the Board has determined that the Carrier decided it had work which required the services of a Carman and that a Carman should be called to do that work. Carrier's alleged call to Claimant confirms its need for a Carman. The Board finds and holds that it is clear there was work for a Carman on the date in question, but because there is no proof that Claimant was called the Claimant shall be compensated 2.7 hours at the straight time rate of pay.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make

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the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 23rd day of October 2008.