

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13788
Docket No. 13672
03-2-02-2-33

The Second Division consisted of the regular members and in addition Referee Don A. Hampton when award was rendered.

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

STATEMENT OF CLAIM:

"Claim of the Committee of the Union that:

The Springfield Terminal Railway Company violated the terms of our current agreement, in particular Rules 2 and 30 when they arbitrarily allowed a supervisor to perform work on a derailment with one other employee. The carrier failed to call James A. Real, a regularly assigned wreck crew member, to perform work on this derailment.

That, accordingly, the Springfield Terminal Railway Company be ordered to compensate Carman James A. Real in the amount of eight (8) hours pay at the overtime rate. This is the amount he would have earned had the carrier properly assigned this work."

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 August 14, 2001 the Carrier assigned a Carman to load Road Truck 3411 and depart for Bucksport, Maine, for work on a derailment. The Organization contends that at the derailment site a manager, "... assisted in building the support under this car, as well as other carman duties." The Organization further contends that the manager by performing these tasks violated the Controlling Agreement, in particular Rules 2 and 30 which read in pertinent parts as follows:

"Rule 2.1 Employees qualified under the provisions of this agreement to perform the following will be classed as Carmen:

- (m) perform re-railing and wrecking;**
- (q) other work generally recognized as Carman's work.**

Rule 30.1 Wreck crews will be composed of Carmen...

Rule 30.2 The regularly assigned wreck crew will be comprised of...1 operator and 2 grounds men for company owned mobile wreck cranes.

Rule 30.4 Wrecking crews will be selected by mutual agreement between the Local Supervisor and the Local Committee at the point employed. . . ."

The Organization concludes that the record substantiates that the manager completed tasks reserved by Agreement to Carmen. The Claimant also should have been dispatched with Road Truck 3411 and is entitled to eight hours pay at the overtime rate.

The Carrier argues that the work performed by the supervisor was minimal, he assisted, and the same type of work is performed by supervisors at almost every derailment.

While we are mindful of the Organization's concerns regarding bargaining unit work, we must be furnished more details to sustain a claim. The record does not contain the prerequisite specifics, i.e., exact Carman duties performed by the supervisor; the amount of time involved in performing those duties; and examples of past practice on this property.

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 11th day of March 2004.