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**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 14015
Docket No. 13897
10-2-NRAB-00002-090010**

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

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

STATEMENT OF CLAIM:

"Claim of the Employees':

- 1. That the Springfield Terminal Railway Company violated the terms of our current Agreement, in particular Rule 2.1, when the Carrier arbitrarily sent a Supervisor (Troy Witham) with the Road Truck (1461) from Rigby to Waterville, ME.**
- 2. That, accordingly, the Springfield Terminal Railway Company be required to compensate Carman Richard Nickless in the amount of one and one-half (1 1/2) hours at the straight time rate of pay from Rigby to Waterville, ME. This is the amount he would have earned had the Carrier not violated the 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.

It is the Organization's position that the Carrier required Supervisor T. Witham to drive a company truck from Rigby, Maine, to Waterville, Maine on October 17, 2007. It contends that BRC-represented employees have the exclusive right to operate highway equipment in accordance with the Classification of Work Rule and, because of that it requested that the claim be sustained.

It is the position of the Carrier that it did not violate the Agreement. It argued that company vehicles are driven by management employees and various craft employees throughout its system for many different reasons. In this instance, Supervisor Witham, who holds a Class B Maine driver's license, was qualified and available to shuttle the truck in dispute from Rigby to Waterville. The operation of company vehicles for the aforementioned purpose has been done regularly over the years, without any Organization claiming it as "their" work. Additionally, the same management employee has driven company vehicles with Carmen as passengers with no complaint from the Organization. It concluded by requesting that the claim remain denied.

The Board thoroughly reviewed the record and determined that the truck in question was driven to its newly assigned location and was not used in the commission of Carmen's work; in fact no work was performed with the truck. The Organization never refuted the fact that the truck was not used to perform any Carmen's work, nor has it offered any evidence that the moving and/or driving of company vehicles exclusively belongs to BRC-represented employees. The Board finds and holds that the Organization failed to meet its burden to prove that the Agreement was violated and, therefore, the instant claim must be denied.

AWARD

Claim denied.

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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 14th day of January 2010.