

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award **Number 23148**  
Docket Number SG-23006

Robert A. **Franden**, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Illinois Central Gulf Railroad

STATEMENT OF CLAIM: "Claim of the General **Committee** of the Brotherhood of Railroad Signalmen cm the Illinois Central Gulf Railroad:

(a) Carrier violated the September 1, 1976 Agreement, particularly **Rules 2(b) and 2(g)** respectively, when it required Foreman I. S. Nicholson to regularly perform work over which he has supervision and when it did not retain senior Signalman P. L. **Hawk** at his regular **assignment** to perform the work required of Mr. Nicholson.

(b) Carrier should be required to allow, retroactively to and including April 8, 1978, and is to continue in full force and effect until the claim is satisfactory resolved:

1. Signalman's rate in addition to regular foreman's rate for Mr. Nicholson for all hours worked during claim period.
2. Signalman's rate in addition to regular signalman's rate for Mr. **Hawk** for **all hours worked** by Mr. Nicholson during claim **period**.
3. **Respective** assistant's rate for the senior furloughed assistant in accordance with company records, unless proven to be in error, for all hours worked by Mr. Hawk."

OPINION OF BOARD: It is the position of the organization that from April 8, 1978 on the Carrier violated **Rule 2(b)** of the Agreement when it required Foreman I. S. Nicholson to regularly perform work over which he has supervision. Rule 2(b) reads as follows:

"Foreman: An employee who is assigned to the duties of supervising the work of other employees classified herein and who is not required to regularly perform any of the work over which this employee has supervision."

In order for us to find that the Agreement has **been** violated, we **must** find that the **Foreman** was required regularly to perform work that is ordinarily done by Signaller and supervised by Signal Foremen. Based on the record before **us, we** are unable to find facts sufficient to support the claim. The record before us does not support a finding of a violation of the Rule.

We will deny the claim.

FINDINGS: The Third Division of the **Adjustment** Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the **Adjustment** Board **has** jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD  
By Order of Third Division

ATTEST:

*A. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1981.

