

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33973
Docket No. SG-35338
00-3-99-3-94**

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former Seaboard Coast Line
(Railroad Company)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (former Seaboard Coast Line):

Claim on behalf of J. H. Smith for payment of 31.07 hours at the time and one-half rate, account Carrier violated the current Signalmen’s Agreement, particularly Rule #3, when it did not allow the Claimant to work (direct and supervise) the men assigned to him as a foreman during the month of December, 1997. Carrier’s File No. 15(98-111). General Chairman’s File No. SCL/58/98. BRS File Case No. 10857-SCL.”

FINDINGS:

The Third 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.

The Claimant in this case was regularly assigned as a Foreman on the first shift at the Carrier's Savannah, Georgia, Signal Shop. While the claim as presented to the Board does not identify specific dates for the alleged violation, the on-property case record reflects that on six dates in December 1997, it was necessary for certain first-shift Signalmen at the Signal Shop to remain on duty on an overtime basis continuous with their first shift tour to complete the work to which they had been assigned. The Foreman regularly assigned to the second shift supervised the work performed by the Signalmen.

After considering the respective positions of the parties and after reviewing the negotiated Agreement applicable to the parties, it is the conclusion of the Board that the continuation of work by the first-shift employees on an overtime basis beyond their normal quitting time did not create a need for an additional Foreman on the second shift. The regular assigned on-duty second-shift Foreman performed all of the supervisory work that was required on the second shift. There is no basis in the Agreement to support the contention that the first-shift Foreman should have been continued on duty beyond his normal first-shift hours. Therefore, the claim as presented is 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 Third Division

Dated at Chicago, Illinois, this 28th day of March, 2000.