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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 36802
Docket No. SG-36730
03-3-01-3-277

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Baltimore and Ohio
(Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (B&O):

Claim on behalf of F. J. Biedrzycki for payment of 627.5 hours at the time and one-half rate. Account Carrier violated the current Signalmen’s Agreement, particularly Scope Rule and Rules 2 and 14, when beginning March 11, 2000 through April 30, 2000 Carrier allowed junior employees to perform covered work on the Claimant’s assigned territory. Carrier’s action deprived the Claimant of the opportunity to perform this work. Carrier File No. 15 (00-0142). General Chairman’s File No. FJB-OT. BRS File Case No. 11730-B&O.”

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 was assigned as a System Signal Maintainer on the Baltimore East End Seniority District at all material times herein. During March and April of 2000, the Carrier assigned two junior employees to work as a System Signal Construction Gang along with a Maintenance of Way System Production Gang as it replaced ties and rail as part of a capital improvement project. By necessity, as the Maintenance of Way force replaced ties and rail and surfaced track, much of the signal system was torn out. Thus, the System Signal Construction Gang's work consisted of rewiring track wire connections and power cables and removing and installing a hotbox detector. In other words, the work in question was not regular maintenance work and repair, but rather was construction work incidental to the work of the Maintenance of Way force.

The Organization relies on the parties' Scope Rule as well as Rules 2 and 14. However, none of the three supports the claim. First, there has been no violation of the parties' Scope Rule because the work was in fact assigned to employees represented by the Organization. Rather, in the view of the Organization, the issue is to which employee represented by the Organization did the work belong. When the issue is framed in that fashion, Rules 2 and 14 are then implicated. However, in our view, neither Rule was violated.

Rule 2 simply provides that when an employee is assigned to work with and supervise Signal Maintainers, that employee is to be classified as a Leading Maintainer. The record reflects that in the instant case both of the employees who performed the work were classified in that fashion.

Rule 14(g) provides that when overtime service is required, senior employees shall have a preference for such work. However, the record clearly shows that the Claimant was not a member of the gang to which the work was assigned and, moreover, the nature of the overtime work in dispute was clearly related to that of the Maintenance of Way System Production Gang.

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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 29th day of December 2003.