

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36165
Docket No. SG-36144
02-3-00-3-332**

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc.
((former Seaboard Coastline Railroad)

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 W.B. Jackson for payment of 21 hours and 15 minutes at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rule 3 and CSXT Shop Agreement S-069-87, when it failed to allow the Claimant to perform the work of supervising employees assigned to perform wiring work in Carrier's DePriest Signal Shop on February 20, 21, and 22, 1999. Carrier's File No. 15 (99-111). General Chairman's File No. C99 (04-01). BRS File Case No. 11217-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.

This case involves two separate claims on behalf of a Signal Foreman who was not called to perform overtime work on Saturday, February 20 and Sunday, February 21, 1999

to supervise Signal Department employees who were used on an overtime basis to perform wiring work in the J. R. DePriest Signal Shop.

The Organization contended that the Signalmen worked without any supervision and, therefore, the provisions of Rule 3 of the parties' Agreement were violated when no Signal Foreman was called to supervise the Signalmen.

The Carrier insisted that there was no Foreman's position to be filled on the dates in question and, in any event, there was a Lead Signalman assigned on the dates in question who could and did direct the work being performed.

The record reflects that there were contentions and assertions made by the Carrier relative to a difference between the claim as initially presented and as progressed on the property, as well as to an "overly broad" assertion by the Organization to a Shop Agreement "citing no particular rule at all." The Board sees no need to address either of these contentions and assertions. Neither of them is dispositive in this situation.

The subject of the Carrier's right "to determine when, where and by whom work will be performed" is clearly established. See Third Division Awards 23551 and 34222.

The language of Rule 3 - Signal Foreman of the parties' Agreement does not demand or provide for the use of a Foreman in a situation such as that involved in this case. The Organization failed to establish its position that a Foreman was required here. Therefore, the claims are 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 20th day of August 2002.