NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23264
Docket Number SG-23386

Carlton R. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al:

On behalf of Signalman L. B. Mills, headquarters Attalla, Alabama, for the difference in pay between that of Signalman and Leading Signalman for all hours worked from January 22, 1979 thru March 9, 1979, because four Signalmen were worked as a group on the same project."
(General Chairman file: SR-117) (Carrier file: SG-401)

OPINION OF BOARD: The claimant is the senior signalman of four signalmen who were working on the same project. He seeks the difference in pay between that of a signalman and a leading signalman. Rule 2(c) is cited as support for this claim and provides as follows:

"Leading Signal Maintainer: (Revised-April 1, 1942)

A signal maintainer assigned to work with and supervise the work of one or more signal maintainers shall be classified as a leading signal maintainer; the number of employees that may be supervised by a leading signal maintainer shall not exceed, exclusive of the leading maintainer, a total of four (4) men covered by the scope of this agreement. This paragraph does not apply when maintainers of separate sections are temporarily working together, unless one of the maintainers is required by proper authority to assume responsibility and direction as a leading maintainer."

The Carrier points out that Rule 2(c) applies to leading signal maintainer which is different from a signalman and that actually Rule 2(b) applies to signalmen.

However, even if 2(c) did apply to signalmen, it does not support the claimant because it refers to a person who is assigned to work with and supervise the work of one or more signal maintainers. There is no assertion here that the claimant had been assigned to supervise the others with whom he worked which would make this provision operable.

The claimant further relies upon a letter of understanding dated April 9, 1974. The letter of understanding is as follows:

> "During discussion of the above claims in conference, it was agreed that when necessary in the future to send Signal employees away from a gang or gangs to which assigned to work together at another location (other than with another Signal Gang) for any reason, the following shall govern:
>
> 1. A group of not more than four employees may be sent away from a gang or gangs to work together at another location.
>
> 2. If two or more employees are sent to work in a group, the senior employee in such group shall be paid the leaders rate of pay when no leading signalman is in the group.
>
> 3. In selecting employees to be sent away from a gang, the senior employee(s) in the gang(s) of the class or classes needed (other than Foreman or Leading Signalman) shall be given preference to the assignment.
>
> 4. If no employees of the class or classes needed desire to be sent away from the gang(s), the junior employee(s) of the class or classes needed shall be given the assignment.
>
> 5. Item (2) above shall not apply when two or more signalmen and/or assistant signalmen are detached from a gang and sent to work with a signal maintainer or floating signalman. In that case, the maintainer or floating signalman will be paid at the rate of leading signalman (maintainer)."

The only support that the claimant can receive from this document would possibly be Paragraph 2 if it were taken out of the context of the entire letter. However, it is clear that this letter applies only in the situation where there is a gang and a group of employes are dispatched from that gang to work in another location.

That is not the case here. The claimant was a floating signalman and not a member of a gang.

Applying then the rules and letter of understanding relied upon by the claimant to the instant case, we find that the claim is without merit.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Paulson
Executive Secretary

Dated at Chicago, Illinois, this 15th day of April 1981.