

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24053  
Docket Number SG-24348

Tedford E. Schoonover, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen  
{ Norfolk and Western Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Norfolk & Western Railway Company on behalf of Assistant Signalman M. W. Harshbarger, assigned to signal Gang #2:

(a) The Carrier violated the rules of the current Signalmen's Agreement, in particular Rule 6, when the Carrier instructed and/or permitted three (3) assistant signalmen to work under the direction of a signal gang foreman or a temporary leading signalman. Rule 6 states that an assistant signalman is an employee in training for a position of signalman, working with or under the direction of a signalman, performing work generally recognized as signal work.

(b) In view of the foregoing, the Carrier should now pay Assistant Signalman Harshbarger the difference between assistant signalman's pay \$8.55 per hour and signalman's pay \$9.55, \$1.00 per hour difference for the following days: January 2, 10 hours; January 3, 11 hours; January 4, 11 hours; a total claim of 32 hours at \$1.00 per hour equals \$32.00."

OPINION OF BOARD: The fact situation in this case is reasonably clear. Carrier bifurcated Signal Gang #2 on the dates in question with the result that claimant, an Assistant Signalman, was working directly with a Leading Signalman at one location while other Assistant Signalmen in the gang were working directly with the Signalman member of the gang at another location.

The thrust of Petitioner's argument in this case goes toward Rule No. 6 - ASSISTANT SIGNALMAN, ETC. The language of Rule No. 6 is:

"An employe in training for a position of signalman or signal maintainer, working with or under the direction of a signalman or a signal maintainer, performing work generally recognized as signal work, shall be classified as an assistant signalman or assistant signal maintainer."

They contend that claimant was not "working with or under the direction of a signalman" and therefore he is entitled to be paid at the Signalman's rate of pay.

Carrier argues that, by definition found in Rule No. 3 - LEADING SIGNALMAN, the Leading Signalman is first and foremost a SIGNALMAN and therefore the claimant Assistant Signalman was properly utilized as contemplated by Rule No. 6. The language of Rule No. 3 is as follows:

"A signalman under the direction of a foreman working with and assigned to supervise the work of signalmen, and other employees specified herein, shall be classified as a leading signalman." (Underscoring ours)

Based upon the facts and evidence in this case it is apparent that the Leading Signalman on the claim dates performed Signalman's work and was assisted by the claimant Assistant Signalman. There is no evidence in this record that claimant actually performed Signalman's work which would entitle him to the rate differential claimed. The principle established by Award 13950, 13951 and 13952 of this Division is equally applicable here.

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 Employees involved in this dispute are respectively Carrier and Employees 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: Acting Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of November 1982.

