

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37526
Docket No. SG-36626
05-3-01-3-148

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

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company:

Claim on behalf of J. L. Duree for payment of the difference between the rate of pay for a Signalman and that of a Lead Signalman plus skill pay for all services rendered on January 11, 12, 19, 20, 24, 25, 26 and 27, 2000, and February 8, 2000. Account Carrier violated the current Signalmen's Agreement, particularly Rule 1 when it required the Claimant to perform the duties of Lead Signalman and then failed to properly compensate him for doing so. Carrier File No. 1224540. General Chairman's File No. W-1-050. BRS File Case No 11474-UP.”

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 Organization here contends that Claimant J. L. Duree was improperly compensated after performing work of a higher classification on various dates in January and February while assigned to a Signal position on Gang 5714 at Atwater, California. Specifically, the claim asserts that the Claimant was required to perform the duties of a Leading Signaller on the dates identified above, but was not paid the higher rate of pay attributable to that position.

By letter dated April 27, 2000, the Carrier denied the claim on grounds that the Claimant was not able to demonstrate specifically what work he was directed to perform outside of his classification.

The record indicates that during the time period at issue, the Claimant's gang was split into several groups, each working at different locations. The Claimant remained with one group, and the Carrier insists that he continued to work under the direction of his Foreman and Leadman, although it concedes that neither was physically present at the Claimant's location on the days in question. Thus, the sole issue before the Board is whether the Claimant performed the duties of a Leading Signaller while assigned to his work group without a Leadman actually at the work site.

The governing Rule is Rule 1 – SENIORITY CLASS ONE which reads, in relevant part, as follows:

“N. Leading Signaller: An employee assigned to work with and supervise the work of one or more signalmen or employees of lower classifications, not to exceed four. A leading signaller will be under the supervision of a signal foreman and have common headquarters with the latter.”

Although the Organization maintains that as the senior man working independently in his separate group, the Claimant should have been designated as Leadman and paid accordingly for safety reasons, that argument falls apart for lack

**Form 1
Page 3**

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of any proof whatsoever that he performed any supervisory work as covered by Rule 1 (N). Accordingly, the Board concludes that the claim must be 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 23rd day of June 2005.