

The Second Division consisted of the regular members and in addition Referee Walter C. Wallace when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 1 - Section 1(a), 2(a) and 3(a) and 4(a), (d) and (g) of the June 1, 1960 controlling agreement on October 28, 1975, when they instructed Telephone Maintainers R. K. Langford, M. P. Bridges and J. E. Brown to work in excess of their eight (8) assigned hours; on October 30, 1975 when the Carrier instructed Telephone Maintainers R. K. Langford and J. E. Brown to work in excess of their eight (8) assigned hours, to perform work on electronic scales at North Little Rock, Arkansas.
2. That accordingly, the Missouri Pacific Railroad Company, compensate Telephone Maintainers R. K. Langford, M. P. Bridges and J. E. Brown eight (8') hours at the punitive rate for October 28, 1975; and, one hour (1') at the punitive rate to Telephone Maintainers R. K. Langford and J. E. Brown for October 30, 1975.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

The claimants are telephone maintainers who are paid on a monthly basis. On October 28 and 30, 1975, they were ordered to work in excess of their eight assigned hours to perform work on electronic scales at North Little Rock, Arkansas. Claimants maintain they are entitled to overtime compensation under the applicable agreement and denial of such overtime by the Carrier violated the agreement.

This same question, involving the same parties, was recently considered by this Board in Awards 7488 and 7489 (O'Brien). In those awards the claims were denied after considering the arguments presented here. We find the views expressed in these awards are sound and we adopt them here. Telephone maintainers work irregular hours and they are paid in accordance with Rule 107(c) for "all services rendered". This includes overtime and we are not apprised that any exception to that rule applicable here. It is our view that the Carrier did not violate the contract.

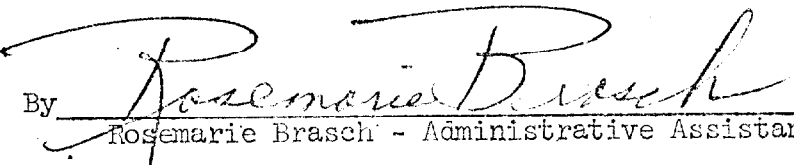
A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 23rd day of June, 1978.