

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award **Number 22109**
Docket **Number SG-21965**

George S. Roukis, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood
of Railroad Signalmen on the Missouri Pacific
Railroad Company:

On behalf of Signal Maintainer G. B. Sheldon, Jr., **[sic]**
Hearne, Texas, for an additional twenty-two hours at time and one-half
hjs straight time hourly rate of \$6.31 per hour (7 hours on May 1,
8 hours on May 7, and 7 hours on May 8, **1975**), for performing **communica-**
tions pole line work outside working hours, and eight hours at half-time
account performing **communications** pole line work during working hours on
May 8, 1975. **[Carrier file: K 225-690]**

OPINION OF BOARD: This Board has carefully reviewed the record,
particularly the pertinent paragraphs of the
January 5, 1972, Memorandum of Agreement and the circumstances within
which Claimant performed the disputed duties.

While we **commend** Claimant for his motivation in this instance,
we are constrained in **ourdetermina**tion by the language of applicable
agreements and persuasively accepted **work**practices.

The aforesaid Agreement explicitly spells out the conditions
under which a signalman would be compensated if he is required to clear
or assist in the clearing of line trouble. It also sets forth **that** it
would apply only at locations **on** the Gulf District where the signal
system was superimposed on **communication** lines.

Since the **Claimant** was employed at Bryan, Texas, where there
are no signals **governing** the movement of trains, it would certainly
appear that he would not be assigned this work. **His** specific duties,
which were **uncontroverted**, were limited to maintenance of crossing
protection, one hot box detector and a dragging equipment detector.

Moreover, we find nothing in the record that showed Claimant
received **permission** to perform the claimed overtime work on May 1, 7
and 8, 1975 or that he was permitted to decide for **himself** when he would

work overtime. Accordingly, we must conclude that there is no basis for a sustaining award. The claim will be denied.

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:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 16th day of June **1978**.

JUL 1978