

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD** DIVISION

**Award Number 22163**  
Docket Number SC-22248

Abraham **Weiss**, 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 Vincent **Smith**, Signal Maintainer, **Pine Bluff, Ark.,** for 2.7 hours' overtime removed from his time-roll first period of March 1976 by Superintendent of **Signals and Communications** **E. E. Jamison,** which had been placed on the time-roll for work on March 8, 1976 in connection with **signal** trouble on another railroad (Cotton Belt)."  
/Carrier file: K 225-710/

**OPINION OF BOARD:** Claimant, a Signal Maintainer, was called to investigate signal trouble at a crossing in Pine Bluff, Arkansas on March 8, 1976, and upon **investigation** he found **the** trouble to be off his assigned territory, **on** the line of another carrier.

Claimant filed claim for 2.7 hours overtime, relying on Rule 600(d) of the applicable Agreement, the pertinent provisions of which read:

"Employees assigned to the maintenance of a territory who are required by the Carrier to perform work outside the limits of their territory will be additionally compensated on the minute basis at one-half the straight-time hourly rate applicable to monthly rated employees, with a minimum of two (2) hours when called outside their assigned hours;...." (underscoring added)

However, Carrier supervision removed the **claimed** 2.7 hours from the claimant's time card, holding that when **claimant** determined that the defective crossing protection devices were those of another railroad and not those of Missouri Pacific, he was not required to pursue the duties and **responsibilities** of another railroad.

Petitioner maintains that **claimant** was worked off his assigned territory to perform a service for Carrier on the claim date and claimant should be paid according to the terms of Agreement Rules **600(d)**.

**The** issue before us is whether claimant was required to perform work outside the limits of his assigned territory. If he **were** directed to perform work for, or on behalf of, **the** foreign carrier, claimant would **have** raised a valid claim. But this is not the case here. The record discloses that claimant looked at the equipment (crossing signal or flasher) of his own Carrier, Missouri Pacific, but **that** he did not leave Missouri Pacific's tracks or right of way. His work insofar as **can** be **determined** from the record before us, was limited to ascertaining whether Missouri Pacific's crossing protection devices were functioning; i.e., whether there was **any** signal trouble on **the Missouri Pacific**. **Having** found **that** the **problem was not on the Missouri Pacific** tracks, claimant so **reported and went home**. **On the basis of the evidence before us, we can only** conclude that claimant performed no work or service for another Carrier.

**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. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this **31st** day of **July 1978**.