

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22419

Docket Number SG-22397

George S. Roukis, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Missouri Pacific Railroad Company
((Former Texas and Pacific Railway Company)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Texas & Pacific Railway Company:

On behalf of Signal Maintainer D. O. Jones, Longview, Texas, for an additional payment of 2.7 hours at time and one-half the Signalman's straight time rate of \$7.07 per hour, account called to replace bootleg wires removed by Maintenance of Way track forces in connection with the operation of the Sperry Bail Test Car at Longview on Saturday, July 31, 1976."

/Carrier file: K 315-127

OPINION OF BOARD: The pivotal question before this Board is not Scope Rule Coverage, but rather the relevancy and application of Agreement Rule 48 (b) 5.

This Board has recently held in a parallel case involving the same disputants that the breaking of bootleg and bond wires, absent a clearly definable emergency, is signalmen's work. See Third Division Award 22115 (Referee Valtin).

This determination was not predicated upon a de novo consideration of the issue, but was a more recent decision affecting the same litigants.

Rule 48(b)5, which is referenced hereinafter, does not provide for overtime compensation. It merely states that:

"**Ordinary** maintenance or construction work shall not be required of monthly rated **employees** on the sixth day of the assigned work week, which ordinarily will be Saturday."

Moreover, there is nothing in the record that indicates that the parties institutionalized a compensatory past practice.

In Third Division Award 20337, Referee Lieberman held that,

"**It may** be concluded unequivocally that **Rule** 48(b) provides that an **employee**, who is monthly rated, is not entitled to **overtime** compensation for work performed in excess of his bulletined hours during his regular five day work week."

He did not segregate an emergency condition as an exception.

This bench mark determination **was** later reinforced by Third Division Award 22115 (**supra**) where we held in pertinent part **that**,

"The claimant, as shown, is paid on a **monthly-** salary basis. Had he performed the work in question, he would have performed work **covered** by his monthly salary. In declining to award him the money he is seeking, we are in accord with Awards 20337 and 21414 (involving the very parties which are here involved)."

In the case before us the fact patterns are conceptually analogous. Accordingly, based upon this consistent decisional **record** affecting, ironically, the same parties, we **must of** necessity decline the claim.

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 **15th** day of **June 1979**.
