

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Ida Klaus, Referee

Award Number **23963**
Docket Number SC-23974

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Missouri Pacific Railroad company (T&P))

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

Claim No. 1

On behalf of **Communications** Maintainer **B. D. Johnson, Gang 1692**, Fort Worth, Texas, with assigned territories of Fort Worth to Eagle Ford, Texas and Fort Worth to Whitesboro, Texas, for **37** hours at **one-half** his straight time hourly rate of \$1966.88 per month, account being required to perform work off his assigned territory, during his assigned hours on July 9, 10, 11, **12** and 13, **1979**.

Carrier file: K **315-181**.

Claim No. 2

On behalf of **Communications** Maintainer **B. D. Johnson, Gang 1692**, Fort Worth to Eagle Ford, **Texas** and Fort Worth to Whitesboro, Texas, for **67.5** hours at **one-half** his **straight** time hourly rate of \$1966.88 per month, account **being** required to perform **work** off his assigned territories **during** his **assigned** work hours on July 16, **17**, 18, **19**, 20, 30 and **31, 1979** and August 1, 2 and 3, 1979, when he was working in Louisiana.

Carrier file: K **315-182**

Claim No. 3

On behalf of **Communications** Maintainer **B. D. Johnson, Gang 1692**, Fort Worth, Texas, with assigned territories of Fort **Worth** to **Eagle** Ford, Texas and Fort Worth to Whitesboro, Texas, for **8.5** hours at one-half his straight time hourly rate of \$1966.88 per month, account being required to **perform** work off his assigned territory during **regular** work hours on September 14 and 17, **1979**.

Carrier file: K **315-183**

Claim No. 4

On behalf of **Communications** Maintainer **B. D. Johnson, Gang 1692**, Fort **Worth**, Texas, with assigned territories of Fort Worth to **Eagle** Ford, Texas and Fort **Worth** to Whitesboro, Texas, for **32.5** hours at one-half his straight time hourly rate of \$1966.88 per month, account **being** required to perform work off his **assigned** territory during **regular** work hours on September 24, 25, 26, 27 and 28, 1979.

Carrier file: K **315-190**.

Claim No. 5

"On behalf of **Communications** Maintainer **B. D. Johnson**, Gang 1692, Fort Worth, Texas, with assigned territories at Fort Worth to Eagle Ford, Texas and Fort Worth to Whitesboro, Texas, for 25.5 hours at one-half his straight time hourly rate of \$1966.88 per month, account being required to perform work off his assigned territory during his assigned work hours on November 7, 8, 9, 19 and 20, 1979."

Carrier file: K315-292

OPINION OF BOARD: These five **claims**, handled separately on the property, have been **consolidated** for submission before this Board. **All** involve the **same** person and present the same issue.

The **claims** seek additional pay at overtime rates for work performed by the **Claimant** as a **Communications** Maintainer outside the limits of his assigned territory during his regularly assigned hours.

The claims are based on two Memoranda of Agreement **signed** by the **parties** on **December 19, 1968**.

The **Organization** concedes that there is no specific provision in either agreement for the additional payment sought here. It maintains that both agreements are none the less applicable to both Signal employees and **Communications** employees alike, and that the additional compensation specifically **provided** for Signal employees extends with equal force to **Communications** employees.

The **Board** finds no support for the Organization's position.

Analysis of the agreements plainly indicates that the parties entered into two separate agreements on the **same** day for the two particular groups, treating Signal **employees** differently **from Communications** employees. **While** specifically providing additional pay for work performed by Signal employees outside their assigned territories during their regularly assigned working hours, the parties did not do the **same** for **Communications** employees. Their purpose not to extend the Signal agreement to the **Communications** employees is manifestly clear. Moreover, had they intended to treat both alike, there would appear to have been no **need** on this record for two separate agreements on the subject.

Finally, the Organization has not shown by persuasive evidence that the provisions of the December 19, 1968 agreement for Signal employees were **made** applicable to Communications employees by the terms of the Memorandum of Agreement of October 17, 1972.

The claims 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: Acting **Executive** Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated **at** Chicago, Illinois, this 16th day of August 1982.