

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22109  
Docket Number SG-21965

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(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  
his 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 our determination 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.

