

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22163
Docket Number SG-22248

Abraham Weiss, 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 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:


Executive Secretary

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