

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22232
Docket Number SG-22285

Abraham Weiss, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Missouri Pacific Railroad Company
((Formerly The 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 P. R. Sumpter, Tower 55, Fort Worth, Texas, for an additional 8 hours pay at time and one-half his straight time hourly rate of \$6.95 per hour, account being required by a Carrier officer to use his personal pickup truck to perform non Scope work, outside working hours, on June 15, 1976." [Carrier file: K 315-1257]

OPINION OF BOARD: This is a claim requesting an additional eight (8) hours at the rate of time and one-half because Claimant was allegedly required to perform work outside the scope of the agreement. The facts indicate that while Claimant was on duty on the claim date, Carrier's Superintendent, while passing in a hi-rail car, saw a piece of scrap wire lying on the ground which Carrier says came from signal repairs. The Superintendent threw the scrap wire into the rear of Claimant's new pick-up truck and instructed him to remove it from railroad property.

We certainly do not believe that the Superintendent's conduct, in throwing the wire into Claimant's new truck, is a model for employer-employee relations. In fact, it seems disrespectful of Claimant and his property. Carrier admittedly recognizes that the Superintendent acted harshly.

Nevertheless, our jurisdiction is confined to the interpretation of existing labor contracts. We find no rule in the contract which would provide Claimant the payment herein desired, and we also conclude that the removal of the scrap wire from the property certainly could be required of Claimant under these circumstances. The Petitioner has cited no rule which would exclude work of this nature from the duties of signalmen. Under these circumstances, Claimant is before the

wrong forum in seeking compensation. If Claimant's vehicle was damaged by the Superintendent's action, his redress would be with Carrier's claim department or other judicial forums having jurisdiction over such matters. We accordingly must dismiss 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 claim be dismissed.

A W A R D

Claim dismissed.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 15th day of November 1978.