

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 Rail 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;

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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 15th day of June 1979.