

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23963
Docket Number SG-23974

Ida Klaus, Referee

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: K 315-292

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

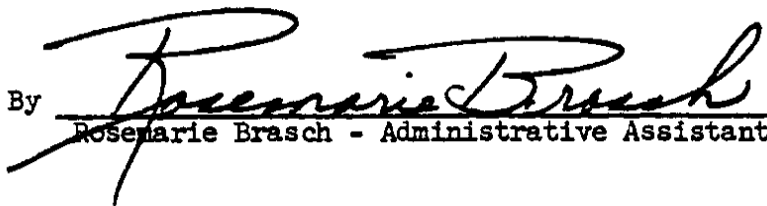
That the Agreement was not violated.

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.