

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24415
Docket Number SG-24368

Ida Klaus, 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 former Texas and Pacific Railway Company:

On behalf of Signal Maintainer R. P. Patterson for 19 hours at time and one-half his straight time rate of pay, account of being required to perform routine maintenance work after his assigned hours November 12, 13, 17, 19, 20, 24, 25, December 4, 9 and 11, 1980, replacing bootlegs and track connections destroyed by a rail gang working on his territory." (Carrier file: K 315-210)

OPINION OF BOARD: The claimant, a monthly rated signal maintainer in the Carrier's Texas District, seeks compensation at overtime rates for time he was required to spend in the performance of routine signal maintenance work outside his normal weekday hours.

The central issue is whether, as the Organization contends, Rule 48(b)(5) of the collective bargaining agreement applies to the work performed.

The Organization agrees that the express language of the rule covers only time worked on days outside of the regular workweek. It maintains, however, that the rule was intended, and must be interpreted, to cover as well time worked outside of regular weekday work hours.

The Organization puts forth two bases for its contention: First, it says, **both** kinds of non-working time have the same purpose, which, in its view, is to make available to the employees free unassignable time for rest and leisure. In addition, it asserts, a practice has existed in this territory of paying monthly rated signalmen for work performed outside of their regular daily working hours at the same overtime rates as for the sixth day of their workweek.

The Carrier replies that the complainant is entitled no pay whatever for the work in question. In its opinion, Rule 48(b)(5) cannot be read to embrace any time segment other than that expressly described in the words of the rule.

The Board can find no reasonable basis in the record for sustaining the claim. We are not persuaded that Rule 48(b)(5) can fairly be interpreted to apply to maintenance work required of monthly rated signalmen outside of their regular work hours on weekdays.

The language of the rule is plain and unambiguous, and we find no hint in it or elsewhere in the record of any purpose to treat the time outside of normal weekday work hours in the same way as the sixth day of the workweek.

Nor do we find support either in the language of the rule or elsewhere in the record of the existence of a practice in the Carrier's Texas District of paying monthly rated signalmen for the time claimed. Any practice that may have existed previously on the predecessor Texas and Pacific Railroad has not been shown to apply to the Carrier.

The Board does note that an agreement formulated by the Carrier and recently accepted by Organization representatives for other former Texas and Pacific territories of the Carrier provides for payment at straight time for additional hours required to be worked on a regular workday. That agreement has apparently not been accepted for the Texas District.

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

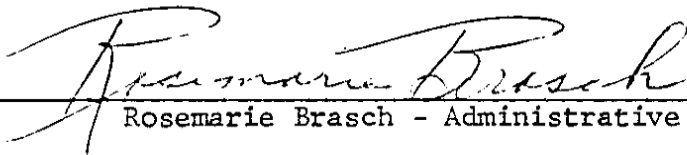
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of June 1983.

for 9-7-83