



**Award No. 18962**  
**Docket No. SG-19118**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Paul C. Dugan, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**  
**HOUSTON BELT & TERMINAL RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Houston Belt & Terminal Railway Company:

On behalf of Signal Maintainer W. H. Guinn for one (1) hour and thirty (30) minutes pay at double his straight-time hourly rate for service performed on January 15, 1970, in excess of sixteen (16) continuous hours of service.

**EMPLOYEES' STATEMENT OF FACTS:** There is an agreement in effect between the parties to this dispute, bearing an effective date of October 1, 1965, as amended, which is by reference thereto made a part of the record in this dispute.

As a result of derailment of a Southern Pacific Railroad train, certain signal facilities of the Houston Belt & Terminal Railway Company were damaged and put out of commission at or near Clinton Drive.

In connection with restoring the signals to operation, Signal Maintainer W. H. Guinn commenced work at his regular starting time, 8:00 A. M. on January 15, 1970, and worked continuously, without rest, for 17½ hours or until 1:30 A. M., January 16.

Signal Maintainer Guinn is paid on the basis of a monthly salary. Mr. Guinn submitted a time slip for 1½ hours overtime pay because he had worked 1½ hours in excess of 16 continuous hours in a 24 hour period.

Carrier's Assistant Engineer-Designer declined the claim under date of January 19, 1970.

Under date of February 3, 1970, the Brotherhood's General Chairman filed the instant claim with Carrier's Assistant Engineer-Designer for 1½ hours' pay at double claimant's straight time hourly rate of pay. The General Chairman quoted Rule 304 of the Signalmen's Agreement as support of the claim.

Carrier's Assistant Engineer-Designer declined the claim under date of February 11, 1970, and stated that Mr. Guinn is a monthly rated employe and the claim is declined under Rule 602 (b) of the Signalmen's Agreement.

system interruption at the monthly rate of pay as provided in Rule 600 of the Agreement. Rule 304 does not apply to monthly rated employees in these circumstances. Therefore, we must deny 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 Agreement was not violated.

#### **AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST: E. A. Killeen**  
Executive Secretary

**Dated at Chicago, Illinois, this 28th day of January 1972.**