

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22263  
Docket Number SG-22052

Robert A. Franden, 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 Missouri Pacific Railroad Company:

On behalf of Signal Maintainer V. Smith, Pine Bluff, Ark., for 2.7 hours Class 3 time (time and one-half a mechanic's rate of pay) account being called at 6:25 a.m. prior to his regular starting time of 7:00 a.m. on September 12, 1975 to work on Communication Line Wire trouble, but was only paid 35 minutes at the overtime rate."

[Carrier file: s 225-695]

**OPINION OF BOARD:** Claimant is a regularly assigned Signal Maintainer who is headquartered at Pine Bluff, Arkansas. His regular hours are 7:00 A.M. to 4:00 P.M. On September 12, 1975 Claimant was called to repair a communication line prior to his regular starting time. Claimant commenced work at 6:25 A.M. and worked through his regular hours. The Carrier compensated Claimant at time and one-half for thirty-five (35) minutes.

The Claimant alleges that under rule 308 he was entitled to be paid a minimum allowance of two (2) hours and forty (40) minutes.

The Carrier contends that it acted in accord with the Agreement when it paid Claimant time and one-half for 35 minutes under rule 304(b) in that the work performed by Claimant was continuous with his regular working hours.

Rules 308 (a) and (b) and 304(b) read as follows:

"RULE 308

CALLS: (a) Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of two (2) hours and forty (40) minutes at the time

"and one-half rate; if held longer than two (2) hours and forty (40) minutes, they ~~will be paid~~ at the rate of time and one-half ~~computed~~ on the actual minute basis, until the double time rate ~~becomes~~ applicable as provided in Rule 306.

(b) The time of ~~employees so~~ notified in advance will begin at the ~~time~~ required to report. The ~~time of an employee called~~ will begin at the time called. ~~The~~ time of an ~~employee~~ notified or called ~~will~~ end at the ~~time~~ released at headquarters."

"RULE 304

\* \* \* \* \*

(b) Overtime hours, either prior to or following and ~~continuous~~ with regularly ~~established~~ working periods, shall be ~~computed~~ on the actual ~~minute~~ basis and paid for at the rate of ~~time~~ and one-half." .

The work performed by Claimant prior to his regular hours was continuous with his regular working hours and within the scope of rule 304. Accordingly we find that the Claimant was properly compensated and 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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A.W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January 1979.