

Award No. 1260

Docket No. 1178

2-UP-EW-'48

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

UNION PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That Electricians J. W. Ratliff and Carl A. Calvert are each entitled to be additionally compensated at the time and one-half rate in lieu of straight payment rate for time waiting and traveling on Sunday, March 18, 1945, under the current agreement, and that accordingly the carrier be ordered to so compensate these employees.

EMPLOYEES' STATEMENT OF FACTS: Electricians J. W. Ratliff and Carl A. Calvert, hereinafter referred to as the claimants, are employed as such by the carrier in the engineering department, Eastern Division, which extends from Ogden, Utah, east to Omaha and Kansas City, with regular assigned hours from 8:00 A. M. to 4:30 P. M., with 30 minutes for lunch. Their headquarters or home point is Omaha, from where they are assigned to various points to perform electrical workers' work, and that they do not return to home point daily. They are compensated on the hourly basis, and are regularly assigned to work six days per week, with Sunday off as a rest day.

On Sunday morning, March 18, 1945, J. W. Ratliff worked from 8:00 A. M. to 11:30 A. M. at Abilene, Kansas, replacing electrical fixtures in freight office. He then traveled to Salina, Kansas, by bus, arriving there at 12:00 noon. He worked from 1:00 P. M. to 3:30 P. M. at Salina, making electrical repairs to power-wiring and installing a light in water softener plant. He then returned to Abilene on local passenger train No. 70 and left Abilene at 6:30 P. M. on passenger train No. 24, arriving in Kansas City at 12:00 midnight of the same day. He claimed 7 hours working time and 7 hours traveling time, or a total of 14 hours at time and one-half, or compensation for 21 hours. This claim was declined by the carrier on the grounds that time and one-half for travel time on Sundays was not applicable to the claimant.

On Sunday morning, March 18, 1945, Carl A. Calvert left Kansas City by bus at 7:30 A. M. for Marysville, Kansas, where he spent the day making repairs to fluorescent lights in depot, dispatcher's office and store department. He returned to Kansas City by bus in the evening of the same day, leaving Marysville at 9:00 P. M. and arriving in Kansas City at 12:00 midnight. He claimed 10 hours working time and 3 hours traveling time, or a total of 13 hours at time and one-half, or compensation for 19½

work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the company when away from home station, actual expenses will be allowed.

The starting time to be not earlier than 6 A. M. nor later than 8 A. M.

Where two or more shifts are worked, the starting time will be regulated accordingly.

Where employes are required to use boarding cars, the railroad will furnish sanitary cars and equip them for cooking, heating and lodging; the present practice of furnishing cooks and equipment, and maintaining and operating the cars, shall be continued.

EXCEPTION. In case where the schedule of trains interferes with the starting time an agreement may be entered into by the superintendent of the department affected and the general chairman of the craft affected." (*Emphasis supplied.*)

This is substantially Rule 14 as presently contained in the agreement effective November 1, 1934.

It is, therefore, the view of the company, that under the facts and applicable rules, this claim must be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Claimants' assignments and work performed bring them within the provisions of Rule 14 of the parties' agreement. Claimants having been paid pursuant to the provisions thereof, the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 14th day of July, 1948.