

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of System Committee of Brotherhood that Fred C. Meyers, Welder, and Russell W. Burke, Laborer, be paid straight time, their regular hourly rate, during the work period 7 A.M. to 4 P.M., Sunday, February 2, 1941, while required to travel from Tama, Iowa, to Terre Haute, Indiana.

EMPLOYEES' STATEMENT OF FACTS: On January 31, 1941, Fred C. Meyers and Russell W. Burke were required by the Carrier to travel with boarding cars from Tama, Iowa to Terre Haute, Indiana.

The cars left Tama, Iowa at 3:40 P.M. January 31, 1941; arrived at Marion, Iowa at 9 P.M. same date. Cars remained at Marion until 12:30 A.M. February 2, 1941, arrived at Savanna, Illinois at 4:45 A.M. and left Savanna at 7:20 P.M. February 2 for Bensenville, Illinois. At Hampshire they were delayed on account of broken axle on the tool car, at or about 11 P.M., necessitating transfer of welding equipment. The cars left Hampshire at 2 A.M. February 3 and arrived at Terre Haute at 11:20 P.M. February 3, 1941.

The Carrier declined to pay the claimants for eight hours on Sunday, February 2, 1941 while required by the Carrier to travel from Tama, Iowa to Terre Haute, Indiana.

The agreement in effect between the Carrier and the Brotherhood of Maintenance of Way Employees is by reference made a part of this Statement of Facts.

CARRIER'S STATEMENT OF FACTS: Welder Meyers and Laborer Burke were moved from Tama, Iowa to Terre Haute, Indiana, leaving Tama 3:40 P.M. January 31 and arriving Terre Haute 11:20 P.M., February 3rd, 1941.

The two men in question, together with their outfit cars, arrived Savanna, Illinois 4:45 A.M. February 2nd and for the travel time, departing Marion 12:30 A.M. until arrival Savanna 4:45 A.M., they were paid 4'15" at one-half the pro rata rate.

The two men, together with their outfit cars, remained at Savanna until 7:20 P.M. February 2nd, when they departed for Bensenville. They arrived Bensenville 3:10 A.M. February 3rd and were paid 1'10" at one-half the pro rata rate for traveling 10:00 P.M. to 11:10 P.M., February 2nd, and

during the period of time he was waiting, which would not be true in this case because, as indicated above, the employe involved had no responsibility during the period of time they laid over at Savanna.

OPINION OF BOARD: Rule 26 (a) governs time spent in travel with boarding cars. This rule says nothing about waiting time, and it is the clear implication that while on the road being transported with boarding cars all of the time consumed is traveling time within the meaning of the rule. Under the facts presented claimants were traveling within the meaning of Rule 26 (a) on Sunday, February 2, 1941, and should be compensated as provided by the rule.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employes involved in this dispute are respectively carrier and employes 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 claimants should be paid straight time from 7:00 A. M. to 4:00 P. M., Sunday, February 2, 1941.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 24th day of September, 1943.