

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

Willard E. Hotchkiss, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)**

DISPUTE.—

"Claim of the General Committee of the Order of Railroad Telegraphers, Southern Pacific Company (Pacific Lines), that Extra Telegrapher J. B. Schroll be paid eight hours under Rule 8 of the Telegraphers' Agreement for time consumed in deadheading, Sheridan to Eugene, Oregon, August 12th, 1934."

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

The carrier and the employee involved in this dispute are respectively carrier and employee 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.

The case being deadlocked, Willard E. Hotchkiss was appointed as Referee and on request of the carrier a second hearing was held on July 1, 1936, at which the parties argued the case before the division with the Referee sitting as a member thereof.

An agreement bearing date of September 1, 1927, as to rules, and May 1, 1927, as to rates of pay, is in effect between the parties.

The parties jointly certified to the following:

"Extra Telegrapher A. Fredrickson, Portland Division, was ordered by Carrier to deadhead from Eugene to Sheridan, Oregon, to relieve regularly assigned Telegrapher F. H. Newell, who became assigned to another position by bulletin. Fredrickson relieved Newell July 23rd, 1934, and was paid for deadheading, Eugene to Sheridan.

"On August 7th, 1934, Extra Telegrapher J. B. Schroll exercised seniority under Rule 21 (g), Telegraphers' Agreement, and displaced Telegrapher Fredrickson; August 11th, 1934, Extra Telegrapher H. J. Long exercised seniority under Rule 21 (g) and displaced Schroll; August 13th, 1934, Extra Telegrapher P. F. Smith exercised seniority under Rule 21 (g) and displaced Long; August 27th, 1934, H. D. Olsen, who acquired the assignment at Sheridan by bulletin, reported relieving Extra Telegrapher P. F. Smith.

"Extra Telegrapher J. B. Schroll, upon being displaced at Sheridan August 11th, 1934, returned to headquarters at Eugene, August 12th, 1934, and makes claim for eight hours' compensation on that date for deadheading Sheridan to Eugene."

Rule 8 of the agreement is cited, and there is also cited a memorandum of agreement bearing date of November 27, 1931, which agreement contains agreed interpretations of Rule 8 under various circumstances set forth. Rule 8 reads as follows:

"RULE 8. Extra telegraphers will be paid for time consumed for deadheading and relief service, but shall not receive compensation for this service to exceed one day's pay of the telegrapher relieved for each 24 hours or fraction thereof en route to and from the assignment. This will not apply to extra telegraphers deadheading to assert seniority rights over other extra telegraphers.

"NOTE.—Means that extra telegraphers will be paid actual time for deadheading with maximum allowance of one (1) day's pay in each twenty-four (24) hour period, at rate of position relieved.

"EXAMPLE.—Extra telegrapher, deadheading 'A' to 'B' consuming three (3) hours; rate of pay at 'B' .7000 cents per hour; amount \$2.10; then, if the extra telegrapher performs eight (8) hours' service on day deadheading, he will receive eight (8) hours' pay in addition to the deadhead allowance."

Sections 1 and 2 state the purpose of the memorandum of agreement of November 27, 1931, and set forth the headquarters for the several divisions of the Southern Pacific Company. Sections 3, 4, and 5, which are the pertinent sections of the memorandum, are as follows:

"(3) Superintendent of each of the four divisions designated by name in Section 2 shall inform each extra telegrapher on such Superintendent's respective division which of the two stations named on that division will be headquarters for such extra telegraphers. The number of extra telegraphers and the individuals for each headquarters may be changed whenever necessary to meet requirements.

"If the headquarters of an extra telegrapher is changed as provided in this Section, compensation for the first deadhead service for which ordered, from or to headquarters, subsequent to the change, shall be as follows:

"(a) If an extra telegrapher is employed on the line or is enroute under instructions, to deadhead, to the original headquarters at the time headquarters is changed, his deadhead allowance, if enroute, or his first deadhead allowance to headquarters, after headquarters has been changed, shall be computed to original headquarters as it existed before the change. Subsequent deadhead allowance to headquarters shall be computed as provided in Section 4.

"(b) The first deadhead for service an extra telegrapher is ordered to perform from headquarters subsequent to change of headquarters, shall be computed from original headquarters as it existed before the change.

"Subsequent deadhead allowance from headquarters shall be computed as provided in Section 4.

"(c) Allowance for deadhead service, except as provided in paragraphs (a) and (b) of this Section, shall be computed as provided in Section 4.

"(4) An extra telegrapher ordered by proper authority to deadhead for service shall be paid for time consumed deadheading as prescribed in Rule #8 of current Telegraphers' Agreement, as follows:

"(a) When deadheading for service, on instructions from proper authority, shall receive deadhead allowance from headquarters to station ordered, except as hereinafter provided.

"(b) At conclusion of service at a station, if not ordered elsewhere for service, shall be ordered to deadhead to headquarters and paid deadhead allowance from station last worked to headquarters, except as provided in paragraph (d) of this Section.

"(c) At conclusion of service at a station, if ordered to deadhead to another station for service, allowance for deadhead shall be from last station worked to station ordered, except, if service to be performed at the station to which ordered, will not commence on the next date following the beginning of the last day's service at the last station worked and if available passenger train service will permit the extra telegrapher to reach headquarters and then reach the station to which ordered in time to perform the service required, he will be paid deadhead allowance from the station last worked to headquarters, and from headquarters to the station ordered, provided he makes the trip to headquarters and thence to the station to which ordered.

"(d) If ordered to deadhead to headquarters, and, if before reaching headquarters, extra telegrapher requests and receives permission from proper authority to remain at some station other than headquarters, awaiting work, will not be paid deadhead allowance from station last worked to headquarters, but if subsequently ordered to deadhead to a station, for service, shall be paid deadhead allowance from headquarters to station ordered.

"(5) The provisions of this Memorandum of Understanding will not apply to extra telegraphers deadheading to assert seniority rights over other extra telegraphers."

OPINION OF THE REFEREE.—The line of reasoning by which the Referee arrived at a decision in Award 318, Docket TE-198, applies to this case and supports the same decision.

AWARD

Claim disallowed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: **H A JOHNSON**
Secretary

Dated at Chicago, Illinois, this thirteenth day of October, 1936.