

Award No. 2521
Docket No. TE-2458

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Bruce Blake, Referee

PARTIES TO DISPUTE:

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

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Company, Pacific Lines, that Telegrapher H. B. Pierce, Salt Lake Division, be compensated for eight hours under Rule 8 of the Telegraphers' Agreement account traveling from Sparks to Lucin to assume his assignment, October 24, 1939.

EMPLOYEES' STATEMENT OF FACTS: Claimant Pierce, an extra unassigned telegrapher, with headquarters at Sparks, Salt Lake Division, bid for and was assigned under Rule 19 (c) to the position of third trick telegrapher at Lucin, in October, 1939.

October 24th, 1939, he traveled Sparks to Lucin for the purpose of taking his assignment and filed claim for compensation under Rule 8, The claim was declined.

It was prosecuted by the Local Chairman under Rule 11, by the General Chairman under Rule 11 and upon receipt of Carrier's position, EXHIBIT "D", the claim was resubmitted under Rule 8.

There is an agreement in effect between the parties to this dispute and that agreement is on file with this Board.

POSITION OF EMPLOYEES: EXHIBITS "A" to "N" are shown and made a part of this submission.

We quote the Rules under which the claim has been considered by the parties to the dispute:

"RULE 11

Transferring

(a) Time lost in transferring from one station or position to another shall be paid for at the rate of the position from which transferred, excepting such time as may be lost of the employe's own accord. The word 'transferring' includes transfer in the exercise of seniority and also time lost checking in and out of positions."

"RULE 8

Deadheading

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

In the instant case, the claimant was not traveling as an extra telegrapher for the purpose of making a temporary relief. He was proceeding to Lucin to occupy a regular assignment which he had obtained by his own voluntary choice, through the use of his seniority. He had not been ordered by anyone to deadhead to Lucin for service; on the contrary, he had bid for and accepted the Lucin assignment.

The petitioner admits in its statement of claim that claimant's moving to Lucin was in the "exercise of seniority"; i. e., the result of a purely voluntary election on the part of the claimant, not compelled by the carrier.

The carrier asserts that the foregoing conclusively establishes that Rule 8 of the current agreement in no way supports the claim in this docket. The carrier further asserts that no other rule of the current agreement in any way supports the claim in this docket.

CONCLUSION

The carrier submits that it has conclusively established that the claim in this docket is without merit and therefore respectfully submits that it should be denied.

OPINION OF BOARD: In all essential features this dispute is identical with that presented in Docket No. TE-2454, Award No. 2517. Claimant, an extra telegrapher, with headquarters at Sparks, bid on and was assigned a regular position at Lucin. His claim is for eight hours on account of traveling from Sparks to Lucin. Like the claimant in Award No. 2517 he predicates his claim on Rules 8 and 11. What was said in disposing of the claim in Award No. 2517 is equally applicable to this. Having made no showing that he deadheaded from Sparks to Lucin "on instructions from proper authority" he has not brought his claim within the purview of Rule 8. Rule 11 has no bearing on the dispute.

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 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 no violation of the agreement has been established.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 31st day of March, 1944.