



SPECIAL BOARD OF ADJUSTMENT NO. 525

AWARD NO. 21

CASE NO. 21

GRAND DIV.: ORT 3018

ORGANIZATION'S FILE

R-1160

CARRIER'S FILE

TE-4-59

EMPLOYEES' STATEMENT OF CLAIM:

The Carrier pay extra Telegrapher R. A. Brown, a minimum of six (6) hours pay at the rate of his last assignment for time consumed in deadheading Spanish Fork, Utah, to Salt Lake City, Utah, at the instance of the Company.

SPECIFIC FINDINGS:

Claimant, extra telegrapher, when not employed makes his home or headquarters at Spanish Fork, Utah.

From March 15 to 25, inclusive, he worked extra at Salt Lake City sixty miles distant from his home. There being no further work in sight in Salt Lake City, he returned to his home in Spanish Fork, on March 25.

On April 1 Carrier had need for Claimant's services at Salt Lake City. He deadheaded there and later filed a time slip. His claim was denied with the explanation that, "deadhead is paid from the station last worked, and inasmuch as you last worked in U.N. office, Salt Lake prior to April 1, must decline claim."

The Claimant relies on

Rule 11 - Transfers and Deadheading -

* * *

"(B) Extra employes who have performed initial service traveling at the instance of the Company, will receive not less than the rate of pay of their last assignment for necessary time consumed in deadheading with a minimum of six hours for each movement and a maximum of not more than one day's pay."

Claimant emphasises that his claim is for time consumed in deadheading from Spanish Fork, the recognized home station or headquarters of the claimant, to Salt Lake City on April 1, to perform service in the U.N. office.

The position of the Carrier is that under the applicable Agreement, no "headquarters" or home base is provided for extra employes; that past practice has been to pay a deadhead allowance from station of initial service to a different station of subsequent service as the services of the employe are required by the Carrier.

In the local chairman's letter of April 30, 1959, he states, in part, as follows:

"It is our position that Mr. Brown had performed initial service comma and was traveling at the instances of the Company comma **"

Rule 11 (B) however reads:

"Extra employes who have performed initial service traveling at the instances of the Company comma **."

The punctuation gives an entirely different meaning to the words of the Rule.

Traveling at the instance of the Company relates under the text of the Rule to the time of performance of the initial service and not to subsequent travel.

Carrier has asserted that its handling of this claim was in accordance with long established practice and the Organization has not denied it. If change in handling is to occur, it must be as the result of bargaining.

AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 525

(Signed) J. Glenn Donaldson
J. Glenn Donaldson, Neutral Member
Chairman

(Dissenting)
R. K. Anthis, Organization Member

(Signed) C. E. Baldrige
C. E. Baldrige, Carrier Member

Denver, Colorado
March 5, 1964