



SPECIAL BOARD OF ADJUSTMENT NO. 525

AWARD NO. 23

CASE NO. 23

GRAND DIV.: ORT 3701

ORGANIZATION'S FILE

R-1284

CARRIER'S FILE

TE-5-62

STATEMENT OF CLAIM:

Carrier violated the terms of the Agreement between the parties when it refused to pay Extra Telegrapher J. K. Brockett for time consumed deadheading Denver, Colorado, to Minturn, Colorado on November 3, 1961; and for time consumed deadheading Grand Junction, Colorado to Minturn, Colorado, on November 13, 1961.

Carrier shall now pay Extra Telegrapher J. K. Brockett a day's pay (8 hours) for November 3, 1961, and six (6) hours pay for November 13, 1961.

SPECIFIC FINDINGS:

The Claimant possessed dual employment relationship being under both the Telegraphers' and Train Dispatchers' Agreement as an extra telegrapher and extra dispatcher.

Claimant on October 30, 1961, was working as an extra telegrapher at Buena Vista. While so engaged, he was instructed by Carrier to go to Denver to serve as extra train dispatcher. He was paid for deadheading to Denver under Rule 14(b) of Dispatchers' Agreement. After working November 1 and 2 in Denver, he was instructed by Carrier to proceed to Minturn to fill temporary vacancy on 3rd shift telegrapher's position. The Carrier refused to pay claimant for time consumed in deadheading from Denver to Minturn. He worked at Minturn until November 7. Carrier again assigned him to Denver to serve as an extra train dispatcher. Claimant was paid for deadheading Minturn to Denver under Rule 14(f), Dispatchers' Agreement. He worked in Denver through

November 10 as dispatcher and then was sent to Grand Junction to work as dispatcher. He was compensated for deadheading under the Dispatchers' Agreement. After working November 11 and 12 in Grand Junction he was sent to Minturn to work as telegrapher. Carrier refused to compensate Claimant for deadheading Grand Junction to Minturn.

The Organization claims Carrier should have paid deadhead on the two underlined cases above under Rule 11(b) of the Telegraphers' Agreement, reading:

- "b) Extra employees 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 of employee relieved;"

even though assignments as train dispatcher intervened between his assignments at different stations as extra telegrapher.

Rule 14(f) of the Dispatchers' Agreement under which claimant was paid when taken off assignment as telegrapher to protect extra dispatcher's work, provides:

- "(f) When an extra dispatcher is required by the Company to travel from one point to another to perform service as train dispatcher he will be paid for actual time traveling at the prorata rate of the position which he is to fill, with a minimum of six (6) hours and a maximum of eight (8) hours pay for such traveling. Traveling in the exercise of seniority will not be paid for."

This case is similar in principle to that subject of our Award No. 21. Here, a different assignment intervened and there, a trip home intervened. We likewise find the claims asserted here without support of the applicable Agreement.

AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 525

Denver, Colorado
March 9, 1964

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

(Signed) R. K. Anthis
R. K. Anthis, Organization Member

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