

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Wabash Railroad, that:

1. The Carrier violated the terms of the Agreement between the parties hereto when it failed and refused to properly compensate J. E. Kirtley, Extra Telegrapher, in accordance with Rule 9(b) thereof, for deadheading allowances due on October 26, 28, 29 and 30, 1960.

2. The Carrier shall now compensate Mr. J. E. Kirtley three (3) hours' pay for each claim date specified in Item 1, at the prescribed deadhead allowance rate of \$2.27 per hour, or a total of \$27.24.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties to this dispute, effective September 1, 1955, and as otherwise amended.

The following facts are not in disagreement or dispute, as evidenced by the reason that the Employees quote same as copied from the letter of February 6, 1961, from Mr. F. A. Johnson, Manager-Personnel, to General Chairman Walker (full text of said letter reproduced and attached hereto as ORT Exhibit 6):

- "1. Mr. J. E. Kirtley is an extra telegrapher, headquarters Huntsville, Missouri.
2. At about 1:18 P.M. on October 21, 1960, a message was sent to Extra Telegrapher Kirtley at Moberly Yard, to fill the temporary vacancy on position of telegrapher at Moberly Yard, assigned 11:00 P.M. to 7:00 A.M., Friday to Tuesday, on Tuesday, October 25, and on Friday, Saturday and Sunday, October 28, 29 and 30, 1960, during the absence of Mr. R. H. Richardson, the regular occupant.

A recapitulation of the work performed, deadheading ordered and paid for, and deadhead claimed but not allowed, follows:

Date	Worked	Deadheading Ordered and Paid For	Deadheading Claimed But Not Allowed
Tuesday 10-25-60	Moberly Yard, 11 PM to 7 AM	Huntsville to Moberly - 3 hrs.	
Wed 10-26-60	DID NOT WORK		3 hrs. - Moberly to Huntsville
Thurs 10-27-60	DID NOT WORK		
Friday 10-28-60	Moberly GO office, 3 PM to 11 PM		3 hrs. - Huntsville to Moberly
Saturday 10-29-60	Moberly GO office, 3 PM to 11 PM		3 hrs. - Moberly to Huntsville
Sunday 10-30-60	Moberly Yard, 11 PM to 7 AM		3 hrs. - Huntsville to Moberly
Monday 10-31-60		Moberly to Huntsville - 3 hrs.	

A copy of the exchange of correspondence between the representatives of the parties in connection with the alleged dispute described in the Employees' ex parte Statement of Claim is attached hereto and made a part hereof, marked Carrier's Exhibit A.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant is an extra Telegrapher, with headquarters at Huntsville, Missouri. On October 21, 1960, Claimant was directed to work third shift at Moberly Yard (11:00 P. M. to 7:00 A. M.) on Tuesday (October 25); Friday, Saturday and Sunday. On October 28, 1960 (Friday), due to injury suffered by second shift telegrapher, MO Office, Moberly (3:00 P. M. to 11:00 P. M.), Claimant was directed to fill this position on October 28, 29 and 30. The regular incumbent was able to return to work on Sunday (30th), and Claimant was directed to work third shift Moberly Yard, commencing at 11:00 P. M., for one night only.

Claimant contends that he is entitled to additional deadhead allowances under Rule 9(b). This rule provides:

"(b) Employees deadheading by order of the Company will be allowed one dollar sixty-six and one-half cents (\$1.66½) per hour for time required by train to make the deadhead trip and return to their headquarters with a minimum of three (3) hours for each trip."

Carrier has paid Claimant minimum deadhead allowance under this rule, for trip Huntsville to Moberly, for October 25, and for trip Moberly to Huntsville on October 31, 1960. It is contended, however, that Claimant should have been paid similar allowance for October 26, 28, 29 and 30, 1960.

The identical rule has been considered by this Board in Awards 13132, 13245 and 13337. Also, a similar rule in Award 14027. The rulings in these awards are dispositive of the issue here.

After completing work, on third shift at 7:00 A. M. on October 26, 1960, Claimant did not, at that time, have another work assignment until October 28, 1960, commencing at 11:00 P. M. This was due to the fact that Wednesday and Thursday were assigned rest days of the third shift position.

In Award 14027, it was stated:

"The purpose of deadhead pay is to compensate the extra men when they have to travel to and from assignments. A full day lapsed between the assignments in this case. It is immaterial that the particular day happened to be a rest day of the regular assignment. The fact remains that as far as this extra man is concerned, he completed one assignment on October 1, 1960, did not have an assignment October 2, 1960 and then reported to another location to commence a new assignment on October 3, 1960."

On October 28, 1960, work orders for Claimant were changed, requiring him to work second shift, at another location. It is immaterial that the two work locations are located in the same city. Award 3134. Thus, Claimant is entitled to deadhead allowance, Moberly to Huntsville on October 26, 1960 and Huntsville to Moberly on October 28, 1960.

Claimant worked consecutive days October 28, 29 and 30, 1960. Under authority Awards 13132, 13245 and 13337, he is not entitled to claimed allowances, returning to Huntsville on the 28th, or any deadhead allowances for October 29 and 30, 1960.

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

That the parties waived oral hearing;

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 the Agreement was violated as stated in the Opinion.

AWARD

Claimant allowed minimum deadhead allowances: Moberly to Huntsville, October 26; Huntsville to Moberly October 28, 1960. Claims for other dates are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 9th day of December 1966.

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