

Award No. 1567
Docket No. 1488
2-NC&StL-CM-'52

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 83, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Carmen)

THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY

DISPUTE: CLAIM OF EMPLOYES: (a) That under the controlling agreement the carrier improperly assigned extra Carman R. E. Holladay to perform wrecking service near Jackson, Tennessee on February 5, 6, and 7, 1950.

(b) That accordingly, the carrier be ordered to additionally compensate Carman Chester W. Robertson in an amount equal to that earned by extra Carman Holladay on said dates, less any compensation received.

EMPLOYES' STATEMENT OF FACTS: In the early morning hours of February 5, 1950, approximately 25 freight cars were involved in an accident on the carriers' line at approximately two miles south of Jackson, Tennessee. The Bruceton, Tennessee, wrecking outfit and the regularly assigned wrecking crew, exclusive of wrecking crew member D. G. Corlew, were called at 6 A. M., February 5, 1950, and dispatched to the scene of the accident. Carman D. G. Corlew, whose regularly assigned hours were from 3 P. M. to 11 P. M. having arranged to begin his vacation on February 5, 1950, was not available for wrecking service. Extra Carman R. E. Holladay had been assigned to work Carman Corlew's regular assignment beginning at 3 P. M., February 5, 1950, and was called to accompany the wrecking outfit when it was called at 6 A. M., February 5, 1950. Carman Chester W. Robertson's regularly assigned hours on February 5, 6, and 7, 1950, were from 3 P. M. to 11 P. M.

The agreement dated July 6, 1945, as subsequently amended, and the agreement effective November 22, 1940, are controlling.

This dispute has been handled in conformity with the provisions of the agreement dated July 6, 1945, up to and including the highest carrier officer to whom such matters are subject to be appealed with the result that this officer has declined to make any satisfactory settlement.

POSITION OF EMPLOYES: It is submitted that within the meaning of Paragraph 4 of the agreement effective November 22, 1940, covering the working of extra men and reading in pertinent part,

"Extra men shall not be called for wrecking service unless they are temporarily filling the vacancy of an employee who is regularly assigned to such service."

On the three days mentioned, Carman Holladay earned:

24 hours—pro rata	@ \$1.642	\$39.41	
33½ hours overtime	@ 2.463	82.51	\$121.92

On the same three days Carman Robertson earned:

24 hours pro rata	@ \$1.642	\$39.41	
8 hours overtime	@ 2.463	19.70	\$ 59.11
Amount involved—			\$ 62.81

POSITION OF CARRIER: In handling this claim on the property, the general chairman of the carmen took the position that Carman Corlew's vacation did not start until 3:00 P. M., February 5, 1950, the regular daily starting time of his assignment, and that therefore Extra Carman Holladay could not have been filling the vacancy of Carman Corlew until after 3:00 P. M. of that date.

Vacations start as of 12:01 A. M. on the first day of the vacation, and not as of the starting time of the assignment of the employe on vacation. Corlew, in addition to holding a bulletined assignment as carman 3:00 P. M. to 11:00 P. M., also held bulletined assignment as member of the assigned wrecking crew. (See Sheets 2 and 3 of carrier's Exhibit A) Therefore, Holladay's relief of Corlew started as of 12:01 A. M., February 5, 1950, as regularly assigned members of a wrecking crew have no assigned hours as such and are subject to call for wrecking service at any time. As Carman Corlew had been released from service at the end of his tour of duty 11:00 P. M., February 4, 1950, to begin his vacation 12:01 A. M., February 5, he was not subject to call for wrecking service any time subsequent to 12:01 A. M., on February 5, and the employes have not contended that he was. To have called him for the wrecking service on the morning of February 5 would have interrupted his vacation and disturbed any vacation plans he may have made.

On the other hand, Extra Carman Holladay had been assigned to relieve Carman Corlew while on vacation, and this unquestionably included any wrecking service which was required during Corlew's absence as contemplated in Section 4 of the extra men's agreement quoted in carrier's statement of facts.

Obviously, the employes' position that Carman Corlew's vacation did not start until 3:00 P. M., February 5, 1950, is fallacious. The claim is without merit and should be declined.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 regular assigned hours of Carman D. G. Corlew as car inspector were from 3 P. M. to 11 P. M., Sunday through Thursday, with Friday and Saturday as rest days. In addition to Carman Corlew's assignment as car inspector he was also regularly assigned to the wrecking crew.

Carman D. G. Corlew was granted a vacation period commencing February 5th. His last day of work was on February 4th at 11 P. M.

To protect the assignments of Carman Corlew during his vacation period, granted per Art. 4 of Vacation Agreement, Carman R. E. Holladay was temporarily assigned to fill Carman Corlew's vacancy per paragraph 4 of Special Memorandum covering same. The morning of February 5th at about 6 A. M. the wrecking outfit was called. Carman Holladay was called to accompany the wrecker.

No objection to the assignment of Carman Holladay to work in place of Corlew during his period of vacation is evidenced by this record. The evidence of record shows that the instant wrecking service was properly performed by Carman Holladay as he had been assigned to work in place of Carman Corlew during Corlew's period of vacation.

AWARD

Claim denied per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of August, 1952.