

Award No. 2958

Docket No. 2806

2-GN-MA-'58

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Thomas A. Burke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

That the Carrier violated the controlling agreements when it improperly filled a vacation vacancy of Machinist Helper on September 15, 16, 1956, by calling in a Helper who was not eligible to work or fill the position.

That the Carrier be ordered to compensate Machinist Helper Fred Pallansch, who was improperly denied the right to work on September 15, 16, 1956, for eight (8) hours each day at the rate of time and one-half.

EMPLOYEES' STATEMENT OF FACTS: Mr. Fred Pallansch, the claimant, is employed as a machinist helper by the Great Northern Railway Company at its roundhouse at St. Cloud, Minnesota, with a regular assignment of Monday thru Friday on the 4 P.M. to midnight shift, Saturday and Sunday rest days. He was home on his rest days and first out for overtime on the machinist helpers list of the second shift on the two days in question, September 15 and 16, 1956, and was available.

Two machinist helpers are regularly employed on the second shift, but only one is assigned to work on Saturday and Sunday. The other helper holding a regular assignment on this shift works Wednesday thru Sunday with Monday and Tuesday rest days, and was off on vacation at the time this violation occurred. The local management did not elect to fill the Wednesday thru Sunday vacancy created by his absence. Consequently, on the dates of September 15 and 16, (Saturday and Sunday, the claimant's rest days) there was no helper assigned to work the second shift at that point.

relief. To claim, as the employees have in their statement of claim, that vacation relief employee J. Rennie was ineligible to perform vacation relief is ridiculous, especially when this is exactly what he was regularly assigned to do; and especially when there is no rule, memorandum of agreement or letter of understanding between carrier and the organization which prohibited this action.

In conclusion, carrier asserts without fear of contradiction that there was no violation of Memorandum No. 33; that vacation relief employee J. Rennie was eligible to perform vacation relief on September 15 and 16, 1956, and that this claim of the employees is entirely lacking in any type of schedule or agreement rule support.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Claimant was employed as a machinist helper with regular assignment second shift Monday through Friday, Saturday and Sunday rest days. On September 15 and 16, 1956 he was home on rest days and first out for overtime.

Machinist Helper J. Rennie was the assigned vacation relief man.

The carrier assigned J. Rennie to fill a second shift vacancy on September 15 and 16, instead of calling in the claimant.

Rennie, the vacation relief man, had gone on vacation himself for the period September 3, through September 14, and failed to give written notice that he was available for overtime calls on September 15 and 16 as provided in Memorandum of Agreement No. 33, Exhibit B., and so claimant contends that he was improperly denied the right to work.

The carrier contends that an assigned vacation relief employee is not bound by Agreement No. 33.

Machinist Helper Rennie was not an individual specifically hired for the purpose of filling vacation vacancies. He was a regular employee, and so on September 15 and 16 whether he was a vacation relief employee or an employee on some other assignment, the fact is he was a vacationing employee of the carrier who took his vacation from September 3 through September 14, and to make himself eligible for work on his rest days of September 15 and 16 he must comply with Agreement No. 33—Exhibit B.

As the carrier says on Page 3 of his summarization, subdivision 7, "Memorandum No. 33 deals exclusively with the subject of the procedure a vacationing employee must follow in making himself available for overtime call work upon his return from vacation. . . ."

Therefore, this claim will be sustained at the pro rata rate as the penalty is for time not worked.

AWARD

Claim sustained at the pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of September, 1958.