

**Award No. 3764**

**Docket No. 3544**

**2-GN-CM-'61**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

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

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L.-C. I. O.(Carmen)**

**GREAT NORTHERN RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** 1. That under the current agreement General Foreman H. Johnson was improperly used to temporarily fill the position of Upholstery Shop Foreman Carl Hogan, while he was off on vacation from June 16 to June 27, 1958, inclusive.

2. That accordingly the Carrier be ordered to additionally compensate Carman Upholsterer Steven Patrick, the difference between what he earned as an upholsterer and what he would have earned if assigned to fill the position of Upholstery Shop Foreman Carl Hogan during the period he was off on vacation.

**EMPLOYES' STATEMENT OF FACTS:** At the Jackson Street Shops, St. Paul, Minnesota, the Great Northern Railway Co., hereinafter referred to as the carrier, employs Upholstery Shop Foreman Carl Hogan to supervise upholsterers in the Upholstery Shop. When Upholstery Shop Foreman Hogan took a vacation from June 16 to June 27, 1958, both dates inclusive, the carrier assigned and used General Foreman H. Johnson to fill the position of Upholstery Shop Foreman Hogan.

Carman Upholsterer Steven Patrick, hereinafter referred to as the claimant, is regularly assigned as an upholsterer and was available to fill the vacation period of Foreman Hogan.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier, all of whom have declined to make satisfactory adjustment.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

**POSITION OF EMPLOYES:** It is respectfully submitted that under the provisions of Rule 45 of the controlling agreement, which reads in pertinent part as follows:

The meaning of this rule seems clear. It provides that when a temporary vacancy occurs on a position of a foreman that carrier is not required to fill it but, should it decide to do so, then it must use an employe qualified as a mechanic in the respective class which the foreman supervises. \* \* \*"

**III. Carrier was not required to assign a vacation relief worker to the temporary vacation vacancy in case.**

It has been previously stated herein that Foreman Hogan's position was blanked between June 16 and June 27, 1958, during which period Foreman Hogan was on vacation. It has also been stated herein that carrier did not assign either a foreman or mechanic to fill Foreman Hogan's temporary vacancy. In addition, it has been pointed out herein that General Foreman Johnson in the normal course of his duties as over-all supervisor of all shops and departments, including the upholstery shop, included within Jackson Street Shops, provided all of the incidental supervision necessary for the continued operation of the upholstery shop during Upholstery Shop Foreman Hogan's absence. In other words, there was no necessity or need for carrier to assign any employe exclusively to the supervision of the upholstery shop. Further, there is no rule contained in the controlling agreement which would prohibit carrier from blanking the foreman's position as in the instant case. In addition to the above, Article 6 of the vacation agreement of December 17, 1941, which reads as follows, specifically states that a carrier shall not be required to provide a relief worker to cover situations as in the instant case:

"6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employes remaining on the job, or burden the employe after his return from vacation, the carrier shall not be required to provide such relief worker."

**CONCLUSION**

From the foregoing, it can readily be ascertained that this claim of the employes is entirely unsupported by rule and since it is completely lacking in merit, it must be denied.

**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.

Parties to said dispute were given due notice of hearing thereon.

On the authority of Awards 1628 and 2337, and the General Foreman's statement: "I signed all timeslips and requisitions and took care of the general duties of the foreman", the Claim must be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 16th day of June 1961.