

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (System Federation No. 76, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Chicago, Milwaukee, St. Paul & Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company did unjustly deprive Carman E. Sehlin of working at his usual and regular assignment as a regular assigned member of the Tacoma Wrecking crew when on March 27, 1977 Carrier did unjustly deprive the Claimant of working at his usual and regular assignment as a wrecking crew member thereby unjustly depriving the Claimant of $17\frac{1}{2}$ hours at the time and one half rate of pay.
2. That Carrier be ordered to compensate the Claimant in the amount of $17\frac{1}{2}$ hours at the time and one half rate of pay.

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 waived right of appearance at hearing thereon.

Claimant is a regularly assigned member of the Tacoma wrecking crew. He began a vacation on Monday, March 21, 1977, and was replaced for this vacation period by a relief employe. On Sunday, March 27, 1977, the wrecking crew as called out for emergency work. Claimant was not called for such work, and the relief employe replacing him during the vacation was called and worked on the day.

Argument on behalf of the Claimant is that his vacation extended for his five working days (Monday through Friday) but did not include his regular rest days (Saturday and Sunday) and that he should have been called to work on the Sunday in question.

Carrier rests the propriety of its actions on the consideration that vacations are considered to extend for a one-week period (not simply five working days) and that since Claimant was on vacation until his return to work on the following Monday, he was not "available" for the Sunday work, and his relief replacement, protecting the assignment for the week, was properly called in his place.

The Board can find no flaw in the Carrier's argument, and the Board has so held in previous identical disputes. Precisely on point is Award No. 5808 (Stark), which held:

"It is true that vacation pay covers work days only. Rest days during a vacation period are not paid days. Nevertheless, a vacation period includes both work and rest days and a vacation relief assignment covers the entire vacation period. An assignment extends for seven days. Moreover, the parties agree - and many Board decisions make it abundantly clear - that a relief employee must accept the relief days of his temporary assignment."

A more recent dispute concerning the same point was covered in Award No. 7073 (Norris), which states:

"The principals to this dispute are in agreement that a regular assignment extends for seven days, and that a vacation period includes both work days and rest days."

The Organization makes two other arguments which are equally unpersuasive. One is that the Claimant was called for emergency work on the Sunday prior to his vacation, so that calling him to work the following Sunday would be equally proper. Obviously, days prior to the start of vacation were not part of the Claimant's vacation period and have no relevance to his not being called on the Sunday of the vacation week. The second argument is that the vacation agreement under which the parties are governed refers to periods of five days. This relates to work days for which an employee shall receive vacation pay. It does not set vacation period, or such period's beginning and end, which, as noted above, has been mutually understood and accepted as a fixed time interval inclusive of both work days and related rest days.

A W A R D

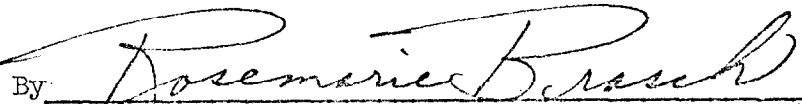
Claim denied.

Form 1
Page 3

Award No. 7900
Docket No. 7875
2-CMStP&P-CM-'79

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By: 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 19th day of April, 1979.