

Award No. 14985  
Docket No. TE-13738

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Levi M. Hall, Referee

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**PARTIES TO DISPUTE:**

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

**GEORGIA RAILROAD**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Georgia Railroad, that:

1. Carrier violated the Agreement between the parties when it used extra board employee A. J. Sangster, instead of extra board employee W. B. Wilson to relieve the agent at Harlem, Georgia, for vacation March 6 through March 17, 1961.
2. Because of this violation, Carrier shall compensate extra board employee W. B. Wilson in the amount of two weeks' pay (10 days or 80 hours) at the rate of pay of the Harlem agency (total amount \$200.48).

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties, effective September 1, 1949, as supplemented and amended, is available to your Board and by this reference is made a part hereof.

This dispute arose out of Carrier's action of using extra board employee A. J. Sangster, instead of extra board employee W. B. Wilson, to relieve the agent at Harlem, Georgia for vacation from March 6 through 17, 1961.

From the inception of the Vacation Agreement, Carrier has properly used extra board employees to fill the positions of regularly assigned employees absent on vacation in the same manner as though such employees were absent for any other reason.

Carrier's extra board employees do not receive their assignments in the order of their seniority standing on the roster. Rather, they are to be used on a rotating basis, i.e., the extra board employee out of work (and thus available) the longest length of time is used on each extra board assignment (first in and first out).

At time of claim, Carrier's extra board consisted of two employees, A. J. Sangster and W. B. Wilson (claimant).

The record shows that W. B. Wilson became available for extra work on February 13, 1961 (after taking vacation), and A. J. Sangster on February 18, 1961. Sangster was, however, called for work ahead of Wilson.

The General Chairman presented claim to the Assistant Superintendent, same being filed and handled in the usual manner up to and including the highest officer of the Carrier and has been declined.

Handling on the property is shown in ORT Exhibits 1 through 11, attached hereto and made a part hereof.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** On March 6, 1961, agent at Harlem, Georgia, went on vacation. Telegrapher Sangster, the oldest idle telegrapher and second out on rotating extra board, was used to relieve the agent at Harlem, allegedly running around Claimant W. B. Wilson, who was first out on the extra board. Claim was advanced for Claimant Wilson on the theory that he was run around, but Carrier took the position that as this was a vacation vacancy there was no run around and that the use of Mr. Sangster to fill the vacation vacancy was authorized by Article 12(b) of the National Vacation Agreement of December 17, 1941. Claim was declined, was handled in the usual manner through the channels on the property and is now with you.

**OPINION OF BOARD:** The Agent at Harlem, Georgia, was assigned a vacation period from March 6th through March 17th, 1961. Carrier assigned extra employe, A. J. Sangster, to relieve him for the ten work days involved. The Petitioner contends extra employe W. B. Wilson, should have been assigned to fill the vacancy instead of Sangster and urges that Claimant Wilson should be made whole for the time lost.

The controlling Agreement provides for the use of extra board employes on a first-in, first-out basis, rather than being assigned on a seniority basis. Carrier agrees that Claimant Wilson was first-out on March 6, 1961, but contends that Article 12(b) of the National Vacation Agreement of December 17, 1941, permitted the use of Sangster, because he was the senior extra employe.

Carrier is in error in its construction of the rules. When it elected to fill the position of Agent at Harlem, during the vacation absence of the incumbent with an extra employe, it became obligated to follow the provisions of the rules of the Agreement in respect to the assignment to positions of extra telegraphers. It is undisputed that the position involved was filled by an extra board employe during all of the time. Consequently, it was Carrier's duty to have assigned Claimant Wilson to the work by reason of the fact that he was first-out on the extra board.

The Claim will be sustained and Carrier is directed to allow Claimant Wilson ten days pay at the pro-rata rate of the position of the Agent at Harlem during the time involved. The record discloses that this rate was \$2.506 per hour. Carrier shall be allowed a credit for any days Mr. Wilson, the Claimant, worked during the period March 6 through March 17, 1961.

**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 has been violated.

#### AWARD

Claim sustained as set forth in the Opinion of the Board.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December 1966.