



Award No. 17101

Docket No. TE-15826

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(SUPPLEMENTAL)

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION
EMPLOYEES UNION**

TENNESSEE CENTRAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Tennessee Central Railway, that:

1. Carrier violated the Agreement between the Tennessee Central Railway Company (Carrier) and Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers) Division 64 (Organization) when on August 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27 and 28, 1964, it granted Mrs. Gertrude C. Slaughter, Operator-Clerk, Clarksville, Tennessee, a vacation without actual relief, and permitted all the work and duties of her position to be transferred to and performed by the appointed agent at Clarksville, Tennessee, which employee occupies a position not covered by the Telegraphers' Agreement.

2. Carrier shall, because of the violation set out in paragraph one hereof, compensate Mrs. Slaughter for eight hours, at the time and one-half rate of \$3.7692 per hour, on each of the above named dates between August 10 and 28, 1964, inclusive.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Tennessee Central Railway Company, hereinafter referred to as Carrier, and its Telegraphers, Telephone Operators (except switchboard operators), Agent-Telegraphers, Agent-Telephoners and such Station Agents as are listed in the Agreement, hereinafter referred to collectively as employees, represented by the Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers), hereinafter referred to as Union, effective May 1, 1924, as amended and supplemented. Copies of said Agreement are available to your Board, and are by this reference made a part hereof.

At page 17 of said Agreement, Schedule of Wages, is listed the only position covered by the Agreement at Clarksville, Tennessee. The listing, for ready reference, reads:

"Clarksville, Tenn.Operator-Clerk. \$.52 per hour"

12, 1964 letter and that claimant had been actually relieved in accordance therewith.

The claim was thereupon refiled, with the dates changed to coincide with those of the vacation rescheduled and taken in accordance with the July 12, 1964 letter, by communication dated September 29, 1964 (Carrier's Exhibit No. 10) which conceded that Carrier had fulfilled the agreed upon conditions under which the vacation had been rescheduled and granted but speculated that said understanding would not have been reached if the Organization had not felt that what it now regarded as "proper relief" would be provided and charged that the vacation had been granted without "actual relief."

The claim as thus revised was declined by the General Superintendent-Chief Engineer on October 2, 1964 (Carrier's Exhibit No. 11) and subsequently handled on the property as is reflected in letters attached hereto marked Carrier's Exhibits Nos. 12 to 16, inclusive.

Agreements between the parties, including the Vacation Agreement of December 17, 1941, Interpretations thereon, the Award of Referee in Connection Therewith and amendments thereto, are on file with your Board and are included herein by reference.

(Exhibits not reproduced.)

OPINION OF BOARD: The record reveals that Claimant was assigned her 1964 vacation for a period of three (3) weeks commencing May 4. This vacation period was deferred by Carrier and claim was made by the Organization on behalf of Claimant for eight hours pay at the time and one-half rate for the time Claimant was required to work during her scheduled vacation time (3 weeks). Thereafter, and on June 22, 1964, this Claimant made inquiry of Carrier as to whether or not this claim, if sustained, would prevent her from receiving her vacation during the year 1964. Upon receiving a reply to the affirmative, the Organization, Claimant and Carrier negotiated a vacation period of three (3) weeks for Claimant commencing August 10, 1964 with the understanding that the Claim on file would be withdrawn. On August 10, 1964 this Claimant was relieved from her duty for vacation. During her vacation absence, her position was filled by a Supervisory Agent, not covered by the Agreement. This Claim was then made by the Organization for the reason that her (Claimant's) position was improperly filled during her vacation.

This Board finds that the Agreement had been violated for the reason that Claimant's position was improperly filled during her vacation by an employe not covered by the Agreement herein. Therefore, the only question to resolve is the amount of pay to be awarded this Claimant. Later Awards covering this identical question appear to allow one-half time additional pay: See Awards Nos. 15701 and 15707—Woody, Award 15524—Kenan. Other Awards range from the full amount of the claim to no monetary recovery, but this Board will follow the Awards cited herein.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 was violated.

A W A R D

Claim sustained at one-half time additional pay for the period claimed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May 1969.