



Award Number 17361

Docket Number CL-17126

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS & STATION EMPLOYES
CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6294) that:

1. Carrier violated the provisions of the Clerks' Rules Agreement when on March 15, 16, 17, 18, 19, 1966, it failed and refused to allow employe D. M. Eide to exercise her seniority rights to a temporary vacancy on Switchboard Operator Position No. 145 at Minneapolis, Minn.
2. Carrier shall now be required to compensate employe D. M. Eide eight (8) hours pay at the straight time rate of Position No. 145 for each day, namely:

March 15, 16, 17, 18 and 19, 1966.

EMPLOYEES' STATEMENT OF FACTS: Mrs. D. M. Eide has a seniority date of August 23, 1964 in Seniority District No. 65 at Minneapolis, Minn. and is a furloughed, unassigned Switchboard Operator in that district.

On March 11, 1966, employe Eide addressed a letter to Mr. Donald Wylie, Communications Engineer and to Mr. S. L. Bartels, Supervisor of Communications, requesting to work all vacation vacancies in District No. 65. See Employees' Exhibit "A".

Seniority District No. 65 covers Minneapolis-St. Paul Switchboard Operators and Telegraph Messengers. The January 1966 seniority roster shows seven (7) employes with seniority in that district, three of whom are shown with two astericks preceding their names indicating they were furloughed employes. See Employees' Exhibit "B".

The first such vacation vacancy occurred on Position No. 145 during the period March 15 through 19, 1966.

In lieu of using employe Eide to fill the vacation vacancy on Position No. 145 the Carrier hired a new employe, Sue Ingersoll and used her to fill the vacation vacancy on Position 145 during the period March 15th through 19th, 1966. Vacation vacancies occurring in District 65 subsequent thereto have been filled by employe Eide.

Attached as Carrier's Exhibits are copies of the following letters:

Letter written by Mr. S. W. Amour, Vice
President-Labor Relations, to Mr. H. C.
Hopper, General Chairman, under date of
September 20, 1966 Carrier's Exhibit "B"

Letter written by Mr. Amour to Mr.
Hopper under date of October 27, 1966 Carrier's Exhibit "C"

(Exhibits not reproduced)

OPINION OF BOARD: Claimant, a furloughed, unassigned Switch-board Operator requested permission to work all vacation vacancies in her seniority district.

Nevertheless, Carrier hired a new employee as a regular relief employee to work all such vacation vacancies. The latter worked only a short time before resigning at which time Claimant succeeded to the regular relief position.

The issue to be determined is whether Carrier was obligated to observe the principle of seniority in hiring this regular relief employee.

In this connection, Rule 12(b) of the Vacation Agreement provides:

"As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute 'vacancies' in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority."

Thus, it is seen that only when a regular relief employee is not utilized must effort be made to observe the principle of seniority.

Since the new employee was a regular employee as that term is used in Rule 12(b), Carrier was therefore under no obligation to observe the principle of seniority. See Awards 8900 (Murphy), 8128 (Smith), 6874 (Carter), and 6626 (Shake).

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 Employees involved in this dispute are respectively Carrier and Employees 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 not violated.

A W A R D

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 31st day of July 1969.