NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 20523
THIRD DIVISION Docket Number CL-20501

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7415) that:

(a) The Southern Pacific Transportation Company violated the current Clerks' Agreement when it required Mr. S. S. Stein, Assistant Head Timekeeper, to suspend work of his assignment during regular hours for the purpose of performing timekeeping and related work attached to vacationing employe John Diaz's Station Timekeeper position; and failed and refused to fill Mr. Diaz's position under the prwisions of Rule 34(c) of the Agreement and/or the National Vacation Agreement.

(b) The Southern Pacific Transportation Company shall now be required to allow Mr. S. S. Stein eight (8) hours' additional compensation at pro rata rate of Station Timekeeper November 26, 29, 30, December 1, 2, 3, 6, 7, 8, 9, 10 and 13, 1971 and each date thereafter that he is required to suspend work during regular hours of his assignment, Assistant Heed Timekeeper, for the purpose of performing timekeeping and related work attached to positions of vacationing timekeepers whose positions are not filled under the terms of Rule 34(c) of the Agreement and/or the National Vacation Agreement.

OPINION OF BOARD: Claimant is an assistant Head Timekeeper in Carrier's General Offices. During the vacation of Station Timekeeper John Diaz Claimant was assigned to perform his duties. The position. of Assistant Head T&keeper was created, in part, to provide vacation and other necessary relief.

The claim asserts a violation of Rule 34 - Short Vacancies, and the National Vacation Agreement. The assignment of Claimant to replace a vacationing employee did not violate Rule 34 since Section 12(b) of the Vacation Agreement prwides that vacation absence "will not constitute vacancies in their position under any Agreement."

The principal argument centers on the meaning of Article 10(b) of the Vacation Agreement. Article 10(a), which is also invoked is shown below, along with Article 10(b)

"(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official."

"10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid."

Distribution of more than twenty five percent of the work of a vacationing employee among his fellow employees is prohibited by the language of 10(b) and prior Awards of this Board. If the distribution of Mr. Diaz's work was what we were dealing with here the result would favor Claimant's position. The purpose of Article 10(b) is to prevent a Carrier from operating the vacation program on a "keep up the work" principle and thereby burden its employees with what was intended to be a benefit. To that end, Article 10(a) and 10(b) along with Article 6 (which has not been reproduced here), contemplates the use of relief workers. Claimant's regular duties include vacation relief, and when he performed that duty in relieving Mr. Diaz it was not in violation of any Rule or Agreement.

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 was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of November 1974.