

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23358

Docket Number a-23117

Joseph A. Sickles, Referee

**PARTIES TO DISPUTE:** { (Brotherhood of Railway, Airline and Steamship Clerks,  
{ Freight Handlers, Express and station Employees  
{ (Des Moines Union Railway Company

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood  
(CL-8873) that:

1) Carrier violated the Clerks Rules Agreement at Des Moines, Iowa, when it failed and/or refused to honor Employee L. R. Kaiser's request to work vacation vacancy on Freight Inspector Position from May 30, 1978 through June 30, 1978.

2) Carrier shall now be required to compensate Employee L. R. Kaiser an additional eight (8) hours at the pro rata rate of Freight Inspector Position for each workday May 30, 1978 to and including June 30, 1978.

**OPINION OF BOARD:** The Claimant, a regularly assigned Relief Clerk, requested that he be allowed to work vacation relief on the Freight Inspector position for a one-month period. The request was denied.

The Organization asserts that if, under Article 12(b), the Carrier fails to use a regular relief employe, it must "make an effort" to observe the principle of seniority in filling the vacation vacancy. Article 12(b) states:

"Article 12

(b) As employes 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 employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority."

We have noted that in the initial denial of the Claimant's request, he was advised that the arrangements made to provide the relief coverage were aimed at accomplishing the work "in the most efficient manner."

In subsequent **correspondence**, the same Carrier Official raised the question of qualifications to perform the duties and thereafter, the General Manager recited an asserted past practice of moving **employees** around "to get the best qualified employee on the vacation position."

In **response**, the **Employees** presented Information which sought to demonstrate qualification to perform the work. The **Carrier** disputed that contention, pointing out **that** the **Employee** had not presented any **information** indicating **that** he **had** ever worked the Freight Inspector's position and it reiterated the concepts of **past practice**.

We have considered the Organization's presentation **in** this case, and we have noted that the Carrier has altered **its** position as the matter was presented on the property. Nonetheless, the **Carrier** has presented all of its various **defenses** while the matter was under review on the property. Whether framed in the concept of Article 12 or of the past practice, we are of the view that the **Employees** have not presented to **us** the basis for a sustaining award, and **accordingly** we will deny the claim.

**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;

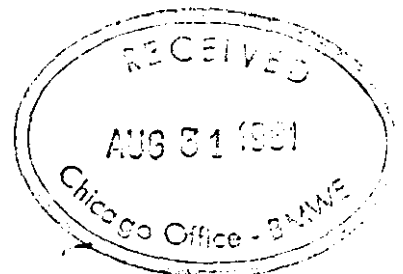
**That** the Carrier and the **Employees** Involved **in** this dispute **are** respectively Carrier and **Employees** within the meaning of the Railway Labor Act, as approved June 21, 1934;

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:

A. W. Paulson  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of August 1981.