

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24539
Docket Number SG-24436

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Illinois Central Gulf Railroad

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Gulf Railroad:

On behalf of Traveling Maintainer J. D. Audas for 40 hours' additional pay at the straight time rate (total \$411.60), account being used to perform vacation relief work in excess of 25% of Signal Maintainer O. L. Boyd's vacation period for the week of September 15, 1980; and that Carrier re-establish vacation relief positions that were abolished on the Kentucky Division effective June 13, 1980." (Carrier file: 153-914-10 Spl. Case #369 Sig.)

OPINION OF BOARD: Carrier abolished two vacation relief Signal Maintainer positions as of June 13, 1980. Signal Maintainer O. L. Boyd was on vacation for the week beginning September 15, 1980. During that week, the Organization alleges that Traveling Maintainer J. D. Audas, the Claimant, performed work "on Mr. Boyd's territory a total of 16 hours ... or 40% of the vacation period".

The Organization argues that this is in violation of Sections 6 and 10 (b) of the Vacation Agreement, which read as follows:

"6. The Carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker. (From Section 6 of 12-17-41 Agreement)"

"10. (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."

The Board has carefully reviewed the record of this dispute and finds that the Organization has failed to show any of the following: (a) that there were specific duties amounting to 16 hours of the vacationing Signal Maintainer's work which the Claimant performed; (b) that the assignments on these days were other than duties which would be performed by the Claimant in the regular course of his work; or (c) that the work assignments were a "burden" to the Claimant by failure of the provision for a vacation relief worker.

In the view of the Board, the Organization has not met the necessary burden of proof indicating violation of Rules 6 or 10 (b) of the Vacation 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 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:


Nancy J. Leves - Executive Secretary

Dated at Chicago, Illinois, this 19th day of October, 1983.

