

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25060
Docket Number SG-24645

Ida Klaus, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Pacific Transportation Company (Western Lines)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company:

On behalf of Leading Signalman L. E. Woodford for eleven and one-half hours' time and one-half pay account Carrier used a junior employee for vacation relief April 18 through 26, 1981." (Carrier file: SIG 148-324)

OPINION OF BOARD: The claim protests the use of a Leading Signalman with less seniority than the Claimant for a week's vacation relief service in a signal maintainer position, commencing April 20, 1981. The claim is for the overtime performed in that position by the junior employee.

The signal maintainer position had its headquarters at West Colton, California. The Claimant was regularly assigned as Leading Signalman on Signal Gang No. 17, with headquarters at West Colton. The junior employee used for the vacation relief was regularly assigned to System Gang No. 2, having headquarters some 60 miles from those of the vacationing employee position. Although the senior Leading Signalman on his gang, he had less district-wide seniority than the Claimant.

The Organization complains that the failure to give preference to the Claimant violated the seniority requirement of Article 12(b) of the National Vacation Agreement. That article provides, in pertinent part:

"... When the position of a vacationing employee is to be filled and regular relief is not utilized, effort will be made to observe the principle of seniority."

The Organization argues that the Carrier did not make the required effort to observe the principle of seniority when it failed to assign the Claimant on the basis of his relative district-wide seniority. The Organization sees further reasons for granting preference to the Claimant over the junior employee assigned. It notes that the Claimant's much closer proximity to the site of the signal maintainer position would have made his assignment more convenient and less costly for the Carrier. It also mentions previous advice assertedly given to the Claimant to prepare for vacation relief work in the particular signal maintainer position. In fact, the Organization says, the Carrier has failed to show any justification for its action.

In the Carrier's view, strict observance of seniority is not mandatory under Article 12(b). The Carrier maintains that it did comply with the 12(b) requirement, urging that it did in fact make an effort to observe the principle of seniority when it used a senior available Leading Signaller to perform the vacation relief service. The Carrier does not question the Claimant's greater seniority. It explains that the Claimant was not available for vacation relief because of other "pertinent" signal work required of his regular assignment at that time. The Carrier adds that the 12(b) seniority principle did not require the temporary assignment of another employee to Claimant's duties in order to free the Claimant for the vacation relief.

The Carrier further maintains that the judgment as to availability for vacation relief, in effect, has been left by Article 12(b) to the broad managerial discretion of the Carrier. It does not see the travel distance, or any extra cost it entailed, as a reasonable disqualifying factor for the junior employee.

We agree that Article 12(b) does not impose a strict seniority limitation on the assignment of vacation relief service. Article 12(b) must reasonably be read to mean, however, that the Carrier has an obligation to make a sincere effort to fill the vacationing employee's position on the basis of seniority. Where strict seniority has not been observed, it follows that the Carrier must show by satisfactory evidence that it made the required effort. We believe from this record that the Carrier has shown that it made such an effort when it considered the Claimant to be unavailable and then selected instead the senior Leading Signaller on another gang. There is no compelling basis in the record for finding the Carrier's determination of the Claimant's unavailability at the time to be unreasonable. Indeed, the Organization did not challenge on the property the Carrier's unavailability reason. It now objects only that the Carrier has not shown why there was greater need for keeping the Claimant on his regular assignment than there was for doing so with the junior employee. We see no reason not to accept the Carrier's judgment in that regard.

The claim must be denied.

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.

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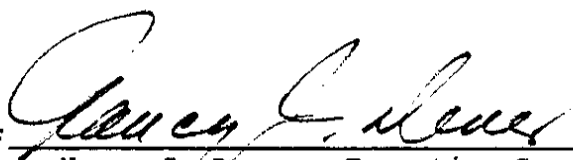
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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of October 1984.