

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25943

Docket Number CL-25966

Marty E. Zusman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-9940) that:

1. Carrier violated the effective Clerks' Agreement when it unjustly treated Mr. Edward Pollard by refusing to grant him the vacation of his choice without just cause;

2. Carrier shall now be required to compensate Mr. Pollard for an additional eight (8) hours' pay at the time and one-half rate of his position for each day he performed service during the period from December 26 through December 30, 1983, and for an additional eight (8) hours' pay for December 26, 1983, a holiday during his regular vacation period."

OPINION OF BOARD: Claimant occupied the position of Assistant Head Wheelage Clerk and requested vacation of December 26 through December 30, 1983. This request made on February 23, 1983, was granted. On July 1, 1983, Claimant assumed a new position of Assistant Bookkeeper. Thereafter, by letter of September 30, 1983, Claimant was notified that his previously requested and approved vacation time was not allowable. Following an Unjust Treatment Hearing of November 21 and 22, 1983, the Carrier reaffirmed its position.

During the progression of this claim on property the Organization argued that the Carrier had violated the controlling Articles of the National Vacation Agreement and amendments. Most notably, the Organization points to the following relevant facts. The Claimant was the senior employe in his department. The absence of the Claimant would not have significantly affected Carrier operations in that much of the Claimant's work was to be completed prior to the time requested and also that other work-related activities were done with the Bookkeeper who would have remained on the job. In addition the Organization notes that the Carrier had six months to make arrangements and made no effort whatsoever to use relief employes. As such, the Carrier failed to exercise reasonable action in denying Claimant his vacation rights which he had historically taken at that same time of year.

In the correspondence as exchanged on property, the Carrier denied that Claimant's presence on the job from December 26th through December 30th was unnecessary. It also denied that it had acted in Agreement contravention and unreasonably, as it gave appropriate notice to the Claimant. The Carrier noted that both positions of Assistant and Head Bookkeeper were filled on July 1, 1983, and as such, the work was being completed by two new and untrained employes. It further noted that the change of vacation was necessary in the

position of Assistant Bookkeeper as that position required a heavy workload at the end of each month to close accounts, prepare financial statements and make appropriate billings. As such, the Carrier argued that with two new employees in key positions requiring important work to be completed, the vacation plans had to be shifted. It also noted that there were no relief employees who were trained, available or could have filled the position.

In the case at bar the central issue is the reasonableness of the Carrier's action. The Organization argues that Carrier was unreasonable and supports its position with an interpretive Award by Wayne Morse. A study of the record in the instant case does not lend itself to direct relevancy of the Morse Award. In this case, the Board concludes that Carrier action was reasonable.

The Claimant moved to a new position and therefore his previously approved vacation is not germane to the issue at bar. Carrier gave ample notification for Claimant to adjust his vacation. The record substantiates that Claimant's absence from said position at the end of the month would have resulted in a major negative effect on operations. There is no evidence in the record on property of a prevailing practice of occupants of the position of Assistant Bookkeeper in taking end of the month vacations. The Board finds no evidence that either employee from July through December had ever been approved for end of the month vacations in their new positions or that such imperative practice had ever occurred to previous occupants. Aside from the various contentions and denials, the record on property does not indicate that Carrier was in any position whatsoever to utilize relief workers or that such workers could have been made available.

After a careful and thorough review of the record this Board finds ample evidence present to substantiate the reasonableness of Carrier's action. In the instant case this Board is presented with two inexperienced employees in an important position confronted with end of the month imperatives without competent relief. Carrier's actions in these circumstances were reasonable, justified and with Agreement support. This Board finds no merit to 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 involve herein; and

That the Agreement was not violated.

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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 26th day of February 1986.