

SPECIAL BOARD OF ADJUSTMENT NO. 117

ORDER OF RAILROAD TELEGRAPHERS  
and  
MISSOURI PACIFIC RAILROAD COMPANY

Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad that:

1. Carrier violated the Agreement when, from August 21 to August 30, 1954, it failed to assign M. R. Linder to the Star Agent-Yardmaster's position at Atchison, Kansas.
2. Carrier shall now be required to pay M. R. Linder, the difference in the rate of pay for the position of Star Agent-Yardmaster at Atchison which he was entitled and the amount paid him for work performed during this period.

OPINION OF BOARD: This claim here concerns the contention of the Organization that the Carrier violated the effective agreement when it failed to assign claimant here, M. R. Linder, to the position of Star Agent-Yardmaster at Atchison, Kansas, when occupant of the latter position was on vacation, and that the claimant here should be paid the difference between the rate of his position and that of Star Agent-Yardmaster during the vacation period in question, namely August 21 to August 30, 1954.

The Organization cites Rules 12(a), 12(b), 14(e) and 14(g) of the effective agreement, as well as Articles 4, 6, 10(a), 12(b) and 13 of the Vacation Agreement.

The Organization further asserts that the position of Star Agent-Yardmaster encompasses many duties and responsibilities, the nature of which had, of necessity, to be performed by someone during the period in question.

The respondent here contends that the rules of the Vacation Agreement are distinct and different from those of the effective agreement and that the merits of this claim, if any, must be predicated upon the provisions of the Vacation Agreement. The respondent asserts that said agreement does not require it to fill any position when the regular occupant thereof is absent from said position by virtue of taking a vacation.

The absence of an employe on vacation does not create a "vacancy" in such position under any agreement. (Article 12(b) - Vacation Agreement.)

The parties to the Vacation Agreement obviously contemplated that the work of an employe, while such employe was on vacation, might be left undone (Article 6) or might be assigned to other employes within the scope of the current

Agreement, under the conditions and limitations contained in Article 6 and 10(b).

There is no evidence of record here that any substantial amount of the work of the vacationing Star Agent-Yardmaster was performed by any other employee. There is evidence of record that arrangements were made whereby the supervisory portion of his regular duties were not required to be performed during the vacation period. Likewise, there is no evidence of record that any employee remaining on his respective job was unduly burdened by the absence of the Star Agent-Yardmaster; that not more than 25% of the said duties of the position of Star Agent-Yardmaster were performed by any employee during the vacation period in question, nor that the regular occupant of the Star Agent-Yardmaster position, upon his return thereto, was unduly burdened by virtue of his ordinary duties not being performed during his absence.

The claimant has not borne a reasonable burden in showing herein he is entitled to the relief sought in this proceeding.

For the reasons stated, this claim is without merit.

FINDINGS: The Special Board of Adjustment No. 117, upon the whole record and all the evidence, finds and holds:

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 Special Board of Adjustment has jurisdiction over the dispute involved herein; and,

That the Carrier did not violate the effective agreement.

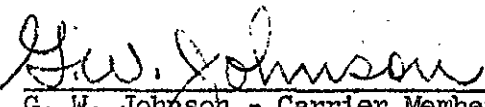
AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 117

  
Livingston Smith -- Chairman

  
C. O. Griffith - Employee Member

  
G. W. Johnson - Carrier Member

St. Louis, Missouri  
June 6, 1956

