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SPECIAL BOARD OF ADJUSTMENT NO. 167

AWARD NO. 5

Organization's File

105-B-16

Carrier's File

CL-3-55

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

"(1) The Clerks' Agreement was violated when the Carrier permitted the position of Enginehouse Clerk, Grand Junction, Colorado, held by Mr. Ray B. Headley to be blanked while Mr. Headley and Mr. Norman Reams, were on vacation.

"(2) That Mr. C. M. Corder be paid ten days' pay at Enginehouse Clerk's rate, \$14.07 per day, for period Mr. Headley was on vacation and ten days pay at Enginehouse Clerk's rate \$14.07 per day for period Mr. Reams was on vacation."

FINDINGS: At Grand Junction, Carrier maintained three clerical positions in the office of the Divisional Mechanical Foreman; to wit: Mechanical Clerk, Secretary and Enginehouse Clerk.

When the Enginehouse Clerk took his vacation, the work was distributed to the Mechanical Clerk and Secretary, both higher rated positions.

When the Mechanical Clerk took his vacation, the duties of that position were taken over by the Secretary. The duties of the Secretary were taken over by the Enginehouse Clerk, and the latter position was blanked.

Claim is made in behalf of a furloughed employe for pay during the two vacation periods.

Article 6 and Article 10 (b) of the Vacation Agreement must be construed together. However light the burden, not more than the equivalent of 25 per cent of the work load of a vacationing employe may be distributed among his fellow employes without the hiring of a relief worker.

Award No. 5

Admittedly all the work load of the Enginehouse Clerk was distributed among the other two employes during his vacation. The amount of time it took is not the test, but the percentage of the work.

During the vacation period of the Mechanical Clerk, the situation created fits into the pattern of the interpretation of Article 6 of the vacation agreement by Referee Morse, and no distinguishing provision of the agreement before us has been pointed out. As declared by Referee Morse, such application of the rule may be "contrary to the spirit and intent of Article 6 of the Vacation Agreement" but we cannot change the agreement or require any negotiation of a change in the rule.

AWARD: Claim sustained.

/s/ Mortimer Stone
Mortimer Stone
Chairman, Neutral Member

/s/ D. L. Clavel
D. L. Clavel
Carrier Member

/s/ Wm. J. Donlon
Wm. J. Donlon
Organization Member