

SPECIAL BOARD OF ADJUSTMENT NO. 170

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
versus
ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Clerks' Agreement and the National Vacation Agreement at the Johnston Car Shop, Memphis, Tennessee, when on July 14, 1956, it cancelled the scheduled vacation of Clerk C. W. Doyle, and subsequently by unilateral action required him to take vacation at a time designated by the Carrier.

(b) C. W. Doyle be compensated for wage losses sustained representing \$8.27 per day on July 16, 17, 18, 19, 20, 22, 23, 24, 25 and 26, 1956, which is the difference between what was paid at the pro rata rate for work performed and what he should have been paid at the penalty rate. (Pro rata of position \$16.55 per day.)

OPINION: In February 1956 Clerk Doyle was employed at Carrier's Johnston Car Shop, Memphis, Tennessee. He occupied a position as cost clerk. Among his duties was the keeping of the daily analytical record of the expenditures of this position. He records the progress of repairs to cars, maintains records of cars awaiting and undergoing repairs and of cars released for service. On February 17, 1956, a list of vacation assignments for 1956 was posted. Doyle was assigned vacation periods from July 16 through July 27 and from November 12 through November 16, 1956. Because a vacation relief worker was not available to relieve him, on July 14 Doyle was notified by the Carrier that it would not be possible to release him for his vacation on July 16. His vacation was later re-scheduled and he took it from October 29 through November 16, 1956.

On July 2, 1956, P. A. McHugh, a regular assigned employee, was asked by Chief Clerk Bizzell to "break in" or familiarize himself with the duties attaching to Doyle's position in order that he would be qualified to perform vacation relief work on Doyle's position beginning July 16, 1956. When this information came to the Employees, Committeeman Grimmer objected to the proposed step-up of McHugh to fill Doyle's position because Extra Clerk Mayer was available and if given the same opportunity to learn the duties attaching to Doyle's position as was being afforded McHugh, he would have sufficient time to qualify himself for the work on Doyle's position during the vacation period.

The chief clerk refused to permit Extra Clerk Mayer to "break in" on Doyle's position. It is the position of Claimant that his assigned vacation period was cancelled without receiving the 10-day notice required in Article V of the Vacation Agreement.

It is the position of the Carrier that because of Grimmer's objection to the method of filling Doyle's position during his vacation, there was not sufficient

time to break in an extra clerk to learn the duties of Doyle's position.

We note that Doyle was notified on July 14 that his vacation would have to be deferred for lack of a qualified relief. This was two days before Doyle was scheduled for a vacation. It appears that vacation assignments were issued February 17, 1956, and the Carrier had from that date until July 16, 1956, to qualify a person to fill Doyle's position. It follows that the Carrier violated Rule 5 in failing to give Doyle the 10-day notice of postponement of his vacation.

The only other issue involved in this case is what compensation, if any, is Doyle entitled to for working his first scheduled vacation period.

We note that Article V of the Vacation Agreement was amended January 1, 1955 and reads as follows: "Such employee shall be paid the time and one half rate for work performed during his vacation period in addition to his regular vacation pay."

It is the position of the Carrier that Award No. 13, Special Board of Adjustment No. 186, is controlling in the instant case. In Award No. 13 an emergency existed. In that case it was held that under such circumstances Carrier had the right to defer vacations without penalty.

In the instant case there was no emergency except that created by the Carrier in failing to train an employee to perform Doyle's duties.

We hold that under amended Rule 5 claimant is entitled to his regular vacation pay and in addition should be paid time and one half for work performed during his vacation period.

FINDINGS: The Special Board of Adjustment No. 170, after giving to the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act;

That the Special Board of Adjustment No. 170 has jurisdiction over the dispute involved herein; and

That the agreement was violated.

AWARD: Claim sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 170

/s/ Edward M. Sharpe

Edward M. Sharpe - Chairman

/s/ R. W. Copeland

R. W. Copeland - Employee Member

/s/ E. H. Hallmann

E. H. Hallmann - Carrier Member

Chicago, Illinois
October 29, 1958