

AFARD NO. 53

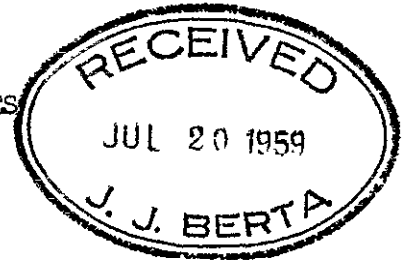
CASE NO. 53

SPECIAL BOARD OF ADJUSTMENT NO. 171

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

vs.

GREAT NORTHERN RAILWAY COMPANY



STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the current agreement

1. When on November 24, 25 and December 2, 1957 they improperly compensated employes for services performed while on vacation, and

2. That the Carrier now be required to compensate each of the following named employes for the dates under which name, one day's pay each at two and one-half times the daily rate of their positions less straight time allowed for services performed.

November 24, 1957

Matt Tykkila  
Alexander Grymala  
Paul Topak  
Antonius Lunde

November 25, 1957

Matt Tykkila  
Alexander Grymala  
Paul Topak

December 2, 1957

Frank Salmi  
Torger Rolson  
Arthur Ranta  
William Aho  
Arne Koskinen  
John Soyrring  
Peter Larson  
S. Davidoski  
John Keiser  
Walfred Hill  
Eli Pellman

3. That the Carrier also be required to compensate the following employes at the pro rata rate of ore handler positions, one day's pay each for the following dates under which their names appear:

November 24, 1957

Patrick Ozaer  
Herman Morman  
Ernest Ahola  
Edward Salo

November 25, 1957

Patrick Ozaer  
Herman Morman  
Ernest Ahola

December 2, 1957

Patrick Ozaer  
Herman Morman  
Ernest Ahola  
Edward Salo  
Edward Mikkola  
Martin Bitner  
Richard Raunio  
Donald Amys  
Edward Maki  
Elmer Koski  
Leroy Falk

FINDINGS:

The employees state that the Carrier improperly compensated employees for service performed at the Allouez Ore Docks on November 24, 25 and December 2, 1957, as these employees were on their vacations when called to work by the Carrier due to some delayed boats arriving at Allouez after the close of the ore season.

The Carrier states that due to the seasonal nature of the operation at the Allouez Ore Docks and the corresponding fluctuations in business and in the force necessary to handle the business, the handling of vacations is treated somewhat differently at Allouez than elsewhere over the system of this Carrier. Ore handlers frequently request, and are granted, permission to split their vacations. Also, ore handlers ask to receive vacation payments when laid off due to a reduction in force. In such instances, the vacation of the ore handler terminates when he is again able to work and he receives the balance of his vacation at a later date. That many ore handlers, particularly those with high seniority standing, ask to take their vacations immediately upon the close of the ore season. That prior to November 20, 1957, it appeared to the Carrier that the ore season would close on November 24th and appropriate force reduction was made which included laying off some of these claimants on November 20th and some of the claimants that were laid off had asked to be placed on vacation at the end of the ore season.

On November 23rd the Carrier received information that the Steamer Humphrey would make one more trip and would be at Allouez Ore Docks on November 26th. That although these claimants were laid off and advised that the ore season was over it happened that the ore season was not in fact over and there was additional work to be performed and with the arrival of the Steamer Humphrey, it was necessary to increase the force on November 24, and 25 and all of these claimants had sufficient seniority to be entitled to the work.

The Carrier decided to allow each of the claimants who had requested that their vacation begin at the end of the ore season to make his own decision whether or not he would return to work on November 24 and November 25. They could either remain on vacation and lose the work, or split their vacation and perform the service necessary and then have the vacation extended by the number of days they worked. The Steamer Humphrey again arrived at Allouez on December 2nd and the Carrier was faced with the same situation which had confronted it on November 24 and 25.

The Arbitrator finds from the submissions and arguments advanced by the parties that it has been the practice at Allouez for the employees, if they wished, to take their vacations at the end of the ore season and if work would come in after the Carrier and the employees thought that the ore season had been finished the Carrier would then ask the employee if he cared to work for the number of days necessary and split his vacation; that the claimants were not forced to come back to work by the Carrier, but only to return to service if they so desired at the straight time rate; that most of the employees came back to work, but that some of the employees desired not to work and to continue on their vacation; that if the men came back to work they were carried on the payroll at straight time, although the days previous to coming back to work they might have been carried on the payroll as on vacation and after they finished the additional work necessary to be performed the employees were then put back on vacation time until they received all the days of the vacation due them.

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The Arbitrator finds that this was the practice at Allouez and therefore no employee was required to perform work on November 24, 25, and December 2nd, while on vacation, if he did not wish to do so, but that the employees who did work due to their seniority standing elected to split their vacations. Therefore, this claim will be denied.

A W A R D

Claim denied.

/s/ Thomas C. Begley  
Thomas C. Begley, Chairman

/s/ C. A. Pearson  
C. A. Pearson, Carrier Member

/s/ C. C. Denewith  
C. C. Denewith, Employee Member

Signed at St. Paul, Minnesota this 10th day of February, 1959.