AWARD NO. 11
CASES NOS. MW-183,
MW-184,
MW-185.

SPECIAL BOARD OF ADJUSTMENT NO. 293

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
versus
THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM:

(1) The Carrier violated the effective Agreement in the following instances:

(a) On June 23, 1958, by failing to assign the senior qualified Assistant Foreman to the position of Assistant Foreman on the Siegfried section for a period of one week.

(b) On July 7, 1958, by failing to assign the senior qualified Assistant Foreman to the position of Assistant Foreman on the Nesquehoning section for a period of two weeks.

(c) On July 7, 1958, by failing to assign the senior qualified Assistant Foreman to the position of Assistant Foreman on the Jim Thorpe section for a period of one week.

(2) That Laborer-Driver Raymond Beers be reimbursed for the difference in pay between what he received on his regular assignment and what he should have received as an Assistant Foreman during the period June 23 to June 27, 1958, inclusive.

(3) That Laborer-Driver Raymond Beers be reimbursed for the difference in pay between what he received on his regular assignment and what he should have received as an Assistant Foreman during the period July 7 to July 28, 1958, inclusive.

(4) That Laborer-Driver A. Pavlick be reimbursed for the difference in pay between what he received on his regular assignment and what he should have received as an Assistant Foreman during the period July 7 to July 11, 1958, inclusive.

OPINION OF BOARD:

Since these three cases involve a similar set of facts, they are considered together in this single Opinion and Award. In each instance the Foreman of the section involved was granted a paid vacation in accordance with the provisions of the Vacation Agreement. The Assistant Foreman of the section assumed the Foreman's duties during the vacation of the Foreman, and was paid the Foreman's rate of pay. The Organization contends that the resultant vacancy in the Assistant Foreman's position should have been filled on a temporary basis during this period. Reliance is placed upon Exhibit 14 appended to the Agreement, wherein is set forth the working force (by title of position and number of employees) for specified sections within particular Divisions of the Carrier's operations.

It is evident that the Assistant Foreman positions were still in effect during the periods that the Assistant Foremen were temporarily upgraded due to vacations of the Foremen. In line with the numerous interpretations of the Vacation Agreement that have been issued in awards of the NRAB and of Special Boards of Adjustment, it must be held that the Assistant Foreman positions in question were not to be considered as vacancies during the periods that the Assistant Foremen were upgraded. The Vacation Agreement was not intended to be used as a make-work device. Moreover, we are of the opinion that Exhibit 14 of the basic agreement between the subject parties was not intended to go beyond the Vacation Agreement in the sense here urged by the petitioner.

AWARD

Claims denied.

(s) Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

(s) A. J. Cunningham
A. J. Cunningham, Employe Member

(s) C. S. Strang
C. S. Strang, Carrier Member

Jersey City, N. J.
November 30, 1959