

Award No. 2677
Docket No. 2536
2-SLSF-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(a) That under the controlling agreements the Carrier improperly denied W. I. Calhoun, monthly rated Lineman on the Communication Floating Gang No. 11, five (5) days' vacation in the year 1956.

(b) That, accordingly, the Carrier be ordered to additionally give the aforementioned Lineman the difference between (10) days and fifteen (15) days the additional (5) days' vacation for the aforesaid year.

EMPLOYEES' STATEMENT OF FACTS: W. I. Calhoun, hereinafter referred to as the claimant, is employed by the St. Louis-San Francisco Railway Company, as a lineman. Claimant is regularly assigned in the communication department as a monthly rated Lineman in Floating Gang No. 11, working over the entire railroad.

Claimant was employed in this department as a groundman on July 11, 1926 and was continuously employed until September 6, 1940, on which date he was laid off in a reduction in force. The claimant was restored to service, in seniority order, on May 19, 1941, and has been in continuous service since that date.

The carrier granted the claimant a ten (10) day vacation in the year 1956, but declined to grant him the additional (5) days' vacation.

This dispute has been handled with the carrier up to and including the highest officer so designated by the carrier, with the result that he has declined to adjust it.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

√ This claim is based on Article I, Section 1(c) of the August 21, 1954 Agreement, reading as follows:

“Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.”

√ Claimant entered the service of the carrier on July 11, 1926, was laid off in a reduction of force on September 6, 1940 and was rehired on May 19, 1941. Rule 5, then in effect, provided that “employees affected by reduction in force (Rule 9) who perform no work under this agreement for period of six (6) months, shall forfeit seniority.”

√ Loss of seniority under those circumstances, certainly constitutes a break in continuous service. An employe, as in this case, may have more than fifteen (15) years' service for some purposes but the agreed qualifications for fifteen (15) days of vacation is fifteen (15) or more years of “continuous service” and a specified number of days worked in fifteen (15) of “such years,” meaning, of course, those continuous years, even though the latter need not be consecutive.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November, 1957.