

Award No. 1496
Docket No. 1422
2-CStPM&O-FT-'51

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 75, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Federated Trades)**

**CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: Claim of Machinist Frank R. Nagle, S. R. Anderson, and John Innes for ten days' compensation each, Joseph Balkenhol for seven days' compensation, and Henry F. Schieman for six and two-thirds days' compensation account other machinists being permitted to work their vacation period and compensated in lieu thereof while these machinists were laid off in force reduction.

Claim of Blacksmith Helpers Ben Auck and Oscar Schmidt for five days' compensation each account Blacksmith Helper George Brown being permitted to work his vacation period and compensated in lieu thereof, while Blacksmith Helpers Auck and Schmidt were laid off in force reduction.

Claim of Carman Charles Buzicky for ten days' compensation account Carman Mathias Thul being permitted to work his vacation period and compensated in lieu thereof while Buzicky was laid off in force reduction.

JOINT STATEMENT OF FACTS: On or about July 29, 1949, mechanical and car department shops at St. Paul, Minnesota, were closed and all shop employes were laid off.

On or about November 3, 1949, a small force of federated craft employes were recalled to service, and later additional shop craft employes were recalled to service; however, none of the claimants in the instant case were recalled to service prior to January 1, 1950. Some of the employes recalled to service had not been granted vacation allowance for the year 1949 prior to their being returned to service and were not granted vacations subsequent to return to service but were allowed compensation in lieu thereof.

POSITION OF EMPLOYEES: At its St. Paul, Minnesota, locomotive shops, the carrier granted a mass vacation to all shop craft employes during the period of July 5 to July 20, 1949, except that a small group of employes of various classifications were retained in the service during this period to take care of such emergency service as the company required.

A number of those employes who were retained in the service during the period July 5 to July 20, 1949, had not been allowed to take their vaca-

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 record indicates that a vacation period, July 5 to July 20, 1949, was granted to employes of the St. Paul shops, with the exception of a small group of employes who were retained for the purpose of protecting any emergency that might arise. On July 29, 1949, the shop was closed and the group of employes retained for emergency service was furloughed.

Commencing on or about November 3, 1949, the carrier began recalling a limited number of the furloughed shop employes, among whom were employes in the group retained for emergency service prior to the closing of the shop on July 29, 1949. Some of these employes had not been granted their vacation days off prior to being recalled to service in November, 1949.

The record indicates that the system federation requested the carrier to grant vacation days off to those employes who had not been given same prior to the end of the year, and that such request was concurred in by the carrier in the following letter:

"St. Paul, Minnesota
December 14, 1949

Shop Superintendent
Enginehouse Foremen
Car Foremen:

Please have it understood by all concerned that vacation earned in 1948 must be taken in 1949.

Employee who is working and has not had his vacation, or only part of same, must be relieved and allowed the vacation he is entitled to. No employee will be allowed to work and receive pay in lieu of vacation. Slips for vacation must be submitted promptly through the usual channels.

Employee off on force reduction, and still holding an employee's relationship with this Company, must submit vacation slip for the number of days he is entitled to on basis of time worked in 1948.

H. W. Proctor
Supt. M. P. & M.

Copy:

Assistant Supt. Car Dept.
Master Mechanic
General Foreman
Chief Electrician."

This letter conforms to the spirit and intent of the vacation agreement.

The circumstances pertaining to the available employes, in this instance, did not warrant the following letter of December 21, 1949:

“St. Paul, Minn.
December 21, 1949

Shop Superintendent
Enginehouse Foremen
Car Foremen

Please disregard my letter of December 14, 1949 relative to vacation earned in 1948, insofar as it refers to employes not being allowed to work and receive pay in lieu of vacation.

H. W. Proctor
Supt. M. P. & M.

Copy:

Asst. Supt. Car Dept.
Master Mechanic
General Foremen
Chief Electrician.”

The request that certain named employes be compensated for an equal amount of days as the employes who worked and were paid their vacation allowances is not supported by the Vacation Agreement.

AWARD

Claim of the employes for compensation is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of November, 1951.