

Award No. 2181
Docket No. 1973
2-PULL-EW-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier failed to schedule vacations for the Electrical Workers in the Illinois Central Coach Yards in accord with the current Vacation Agreement.

2. That accordingly Electrician E. Glowacki be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

EMPLOYEES' STATEMENT OF FACTS: On December 28, 1954, the I.B.E.W. committee for the Illinois Central Yards submitted a vacation schedule for the electrical workers in this yard for the year 1955 to Foreman W. A. Osterman. This schedule shows that Electrician E. Glowacki requested his vacation from May 1 to 7.

On January 3, 1955, Foreman Osterman posted a vacation schedule, which schedule shows Electrician E. Glowacki's vacation as March 13 to 19. On January 10, 1955, a claim was submitted to Foreman W. A. Osterman charging violation of the vacation agreement. On February 8, 1955, Foreman Osterman gave a decision denying our claim. On February 15, 1955, we appealed this decision. On April 4, 1955, Mr. Dodds, appeals officer, The Pullman Company, denied this appeal.

This dispute has been handled in accordance with the provisions of the current agreement, effective July 1, 1948, with the highest designated officer to whom such matters are subject to appeal, with the result that this officer declined to adjust this dispute.

POSITION OF EMPLOYEES: The carrier is violating the vacation agreement when they would not permit the claimant to schedule his vacation from May 1 to 7, 1955, when Article 3 of the vacation agreement reads in part as follows:

The organization apparently is basing its claim in behalf of Electrician Glowacki on the incorrect premise that an employe has a fixed right to a specific vacation period as designated by the committee. Reference to Articles 6 and 7 of the vacation agreement shows, however, that it is management's right to defer, advance, or pay in lieu of an employe's vacation providing sufficient notice is given the employe.

Finally, reference should be made to Article 8 of the vacation agreement which provides that management shall furnish vacation relief workers if necessary but that the vacation system is not to be used as a device to make unnecessary jobs for other workers. Management submits that the organization's improper scheduling of vacations with three employes off at one time, a condition which might result in making unnecessary jobs for other workers, is not in accord with the meaning and intent of the vacation agreement.

CONCLUSION

In this ex parte submission the company has shown that the organization improperly has interpreted the provisions of the vacation agreement. The company has shown that the vacation agreement contemplates that an employe's vacation period shall be scheduled on the basis of the requirements of the service as well as the employe's seniority, preferences and desires. Also, the company has shown that Electrician Glowacki had no fixed right to any specific vacation period and that in the event an employe fails to make known his preference as to a vacation period on the basis of his seniority and the needs of the service, management has the right to assign such employe a vacation period. The company submits that the organization's claim that the company failed to schedule vacations for electrical workers in the Illinois Central Yards in accordance with the vacation agreement is without merit.

The claim in behalf of Electrician Glowacki should be denied.

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.

Claimant requested that he be assigned a vacation for 1955 from May 1 to May 7. The carrier assigned March 13 to 19 as his vacation period. Claimant alleges this to be a violation of the Vacation Agreement and he demands pay at the time and one-half rate in addition to his regular pay during the time worked during his vacation period.

The applicable rule states:

"3. Vacations may be taken during the period January 1 to December 31 and due regard consistent with requirements of the service shall be given to the desires and preferences of the employes in seniority order (departmentally in shops), journeymen, helper apprentices, apprentices, and helpers considered separately, when fixing the dates for their vacations. Representatives of the organization and the supervisor in charge will cooperate in assigning vacation dates and the local chairman will be furnished a copy of the vacation schedule." Article 3, agreement effective July 1, 1948, as amended.

The record shows that there were seventy (70) weeks of vacation to be scheduled for electricians in the Illinois Central Yards in the Chicago Southern District for the year 1955. The district foreman advised the employes' representative that they should be so scheduled that vacations would be taken

during thirty-four (34) weeks by one (1) electrician and during eighteen (18) weeks by two (2) electricians. The employes' committee submitted a vacation schedule showing thirty (30) weeks with two (2) electricians off and twelve (12) weeks with one (1) off. This schedule was declined by the foreman. Subsequently the employes' committee submitted the same vacation schedule and it was again declined. The foreman thereupon made out a vacation schedule showing thirty-four (34) weeks with one (1) electrician on vacation and eighteen (18) weeks with two (2) on vacation. He contacted the electricians individually and granted selections in seniority order. Claimant refused to make a selection other than May 1 to May 7. It having been selected by a senior employe, the foreman assigned March 13 to March 19 as claimant's vacation period. Claimant contends this was a violation of the agreement.

Carrier asserts that the requirements of the service demanded that vacations be spread in the manner indicated by the foreman, i.e., over the entire fifty-two (52) weeks with two (2) electricians absent on vacation in eighteen (18) weeks.

An examination of Article 3 shows that the spreading of vacations over fifty-two (52) weeks is entirely proper. When the requirements of the service demand it, it becomes a condition to be observed. The fixing of vacation schedules is not the unilateral function of the employes. While it is true that the rule requires that carrier's supervisor will cooperate with employes' representative in assigning vacation dates, the rule contemplates that the requirements of the service shall be the first consideration. In order to obtain the required service at all times throughout the year, carrier contends that vacations must be spread over fifty-two (52) weeks and that the remaining vacation weeks be doubled over. The contention of the carrier that such a method is required is shown by the evidence. The employes argue that if two (2) employes can be absent on vacation for eighteen (18) weeks, they could be absent as readily for thirty (30) weeks. This argument is not a valid one. If the work to be performed at this point was much the same in type and quantity the year round, it is readily apparent that the service would require a spreading of vacations throughout the year rather than a concentration of vacations that would leave the carrier short handed over extended periods of time.

We necessarily conclude that carrier did not act arbitrarily in requiring the spreading of the vacations as it did, particularly since the employes' committee appears to have insisted that its vacation schedule, and no other, be accepted. The schedule adopted by the carrier appears to have respected the desires and preferences of employes in seniority order. We do not think such handling is in violation of the agreement. The vacation agreement provides for vacations with pay only when consistent with the requirements of the service. They may be shifted by the carrier to meet service demands and denied entirely when the service requires, subject only to payment in lieu of vacation. A vacation schedule which is fair and reasonable when considered in relation to service requirements and which is in accordance with the desires and preferences of employes in seniority order, meets the requirements of the vacation agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 16th day of July, 1956.