

Award No. 2182

Docket No. 1974

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 J. J. Dangelo Jr. 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, a copy of this schedule is hereby submitted and identified as Exhibit A. This schedule shows that Electrician J. J. Dangelo Jr. requested his vacation from April 17 to 30.

On January 3, 1955, Foreman Osterman posted a vacation schedule, a copy of this schedule is hereby submitted and identified as Exhibit B. This schedule shows Electrician J. J. Dangelo Jr.'s vacation as February 6 to 19.

On January 10, 1955, a claim was submitted to Foreman W. A. Osterman charging violation of the vacation agreement. A copy of this claim is hereby submitted and identified as Exhibit C.

On February 8, 1955, Foreman Osterman gave a decision denying our claim. A copy of this decision is hereby submitted and identified as Exhibit D.

On February 15, 1955, we appealed this decision. A copy of this appeal is hereby submitted and identified as Exhibit E.

On April 5, 1955, Mr. Dodds, appeals officer, The Pullman Company, denied this appeal. A copy of this denial is hereby submitted and identified as Exhibit F.

ule which the committee had prepared did not conform to his instructions. The committee, however, apparently was in an unreasonable and non-cooperative mood. Subsequently, on December 28 the committee again presented the same schedule to Foreman Osterman for his signature. In view of the committee's attitude, Foreman Osterman properly made contact with each electrician in seniority order to permit each electrician to select his vacation on the basis of his seniority and the requirements of the service. If, as in the instant case, an electrician refused to select a vacation, Foreman Osterman assigned one to him.

The organization apparently is basing its claim in behalf of Electrician Dangelo on the incorrect premise that an employee 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 employee's scheduled vacation provided sufficient notice is given the employee.

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 employees 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 employee's vacation period shall be scheduled on the basis of the requirements of the service as well as the employee's seniority, preferences and desires. Also, the company has shown that Electrician Dangelo had no fixed right to any specific vacation period and that in the event an employee 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 employee 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 Dangelo 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 employee or employees involved in this dispute are respectively carrier and employee 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 April 17 to April 30. The carrier assigned February 6 to February 19. 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 he performed work during his vacation period.

This is a companion case to that involved in Award 2181, Docket 1973. The reasoning of that award controls the decision in the present dispute. On the basis of that award, this claim must be denied.

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.