

Award No. 3392

Docket No. 3152

2-PRR-MA-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Machinists)**

THE PENNSYLVANIA RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier violated the National Vacation Agreement when it changed the scheduled vacation period of H. C. Reed, Machinist, from June 10th to 14th, 1957 to June 17th to 21st, 1957.

2. That accordingly, the Carrier be ordered to additionally compensate Machinist H. C. Reed, time and one-half his regular rate in addition to his vacation pay for the period worked June 10, 1957 through June 14, 1957.

EMPLOYEES' STATEMENT OF FACTS: H. C. Reed, for and on whose behalf this claim is filed, is employed by the Pennsylvania Railroad Company, hereinafter referred to as the carrier, as a machinist, in the E&M Machine Department, of the Juniata Locomotive Shops, Heavy Repair Shops, Altoona, Pennsylvania.

On February 28, 1957, the superintendent of personnel notified the local chairman in writing that the vacation period of the Heavy Repair Shops, Altoona, Pennsylvania, would be the weeks of July 15, 22 and 29, 1957, and all programs would be reduced or shut down for that period.

Certain employees were required to work, and employees working during the vacation period would be afforded, on a seniority basis, an opportunity to schedule their vacations from April 1 through July 12, 1957 inclusive, and from August 5 through November 1, 1957 inclusive. H. C. Reed was one of the employees required to work. Copy of the letter dated February 28, 1957, is submitted as Exhibit A.

grant the claim of the employes in this case would require the Board to disregard the agreements between the parties hereto and impose upon the carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The carrier has established that there has been no violation of the applicable agreements and that the claimant is not entitled to the compensation which he claims.

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the employes in this matter.

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.

Parties to said dispute were given due notice of hearing thereon.

When the 1957 vacation schedule for sustaining forces in the E. & M. Machine Department at the subject point was furnished by Foreman A. E. Holt to the local chairman for the latter's concurrence, Claimant Reed was listed as assigned to take his vacation during the weeks of April 15, June 10 and August 12. The local chairman concurred in the vacation schedule as presented. Reed worked the week of June 10, however, and went on vacation during the week of June 17, instead.

Under date of June 14, 1957 the local chairman filed the subject claim. In support thereof it is contended the carrier violated the Vacation Agreement and also the agreed upon vacation procedure at the subject location when it changed claimant's assigned vacation period from the week of June 10 to the week of June 17 in the manner here involved. The carrier responds that claimant had actually selected the week of June 17 by so indicating on one of the cards furnished employes for this purpose, but that an error was made in transcribing this information to the vacation schedule sheet. It was this sheet that was furnished the local chairman and that also was posted in the shop. Carrier further responds that when this error was brought to its attention by Claimant Reed, correction was made by allowing him to take the June vacation week he had selected. An undated letter signed by Reed and stating he had in fact selected the week of June 17 is contained in the record. Also set forth in the record is a statement by Foreman Holt declaring the card submitted by Reed indicated selection of April 15, June 17 and August 12 as vacation weeks and that an error evidently was made in transcribing this information to the vacation schedule sheet. The card filled out by Reed is not reproduced in the record, however. The carrier concedes it did not inform the local chairman until after this claim was being progressed that an error had been made in the vacation schedule sheet.

The organization denies that any error occurred in the subject instance. It asserts there was connivance between Claimant Reed and a carrier representative because Reed changed his mind as to when he wanted to take his vacation, and that the occurrence of an error is asserted only for the purpose of relieving the carrier of any liability.

For the purpose of the present case it is immaterial whether the carrier's action represented correction of an error or a change in the June vacation week originally selected by Claimant Reed. In either event, we think that under the relevant Vacation Agreement provisions, considered in conjunction with the practice established by the parties at the subject location, the carrier was required to give the local chairman adequate notice of its intended action, thus providing the latter an opportunity to indicate concurrence or objection. Carrier's conduct in taking such action without giving notice to the local chairman therefore comprised a contract violation. Under the particular circumstances prevailing in this dispute, however, we do not think there is justification for awarding compensation to Claimant Reed.

AWARD

Part 1 of claim sustained.

Part 2 of claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of January 1960.