

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

(Sheet Metal Workers' International Association
(A.F.L. - C.I.O.
Parties to Dispute: (
(Missouri-Kansas-Texas Railroad Company

Dispute: Claim of Employees:

1. That the Missouri-Kansas-Texas Railroad Company violated Article X, Sections 1 and 2(b) of the Agreement of December 11, 1981, when Sheet Metal Worker M. D. Robinson was denied compensation for personal leave day on March 19, 1982, Parsons, Kansas.

2. That accordingly, the Missouri-Kansas-Texas Railroad Company be ordered to compensate Sheet Metal Worker Robinson for March 19, 1982, in line with Article X, Section 2(b) of the Agreement of December 11, 1981.

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 employes 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 waived right of appearance at hearing thereon.

The Claimant, Sheet Metal Worker M. D. Robinson, started to work for the Carrier as a Carman in March, 1972. On May 19, 1982, the Claimant requested one personal leave day on the basis he had met the qualifying vacation requirements during eight calendar years under Vacation Rules in effect January 1, 1982.

The Organization informed the Carrier that the Claimant, following a brief furlough in 1975 started working as a Sheet Metal Worker in August of that year. It also indicated that Claimant qualified for vacation in ten consecutive years. The Carrier responded that the Claimant has not been an Employe since March of 1972 in that he was hired as a Non-Journeyman Carman and displaced on May 30, 1975. The Carrier also stated the Claimant was rehired on July 10, 1975 as a Laborer and transferred to the position of Sheet Metal Worker on August 4, 1975. It was the Carrier's position the Claimant's new starting date of employment was July 10, 1975, thus invalidating Claimant's request for a personal leave day.

Article X of the December 11, 1981, Agreement provides, in pertinent part, in Section 1 that:

"Employees who have met the qualifying vacation requirements during eight calendar years under Vacation Rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years..."

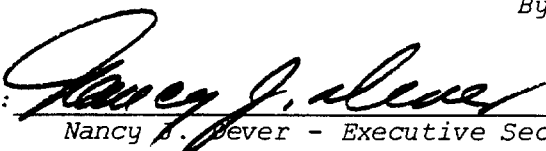
The evidence of record establishes the Claimant had a break in service in 1975. While it is apparently true that the Claimant did meet qualifying vacation requirements during ten calendar years, the explanatory letter of November, 1981, from C. I. Hopkins, Jr., clearly links "hiring" under the Agreement to qualification for vacation and personal leave days. In that the Claimant was hired as a new Employee on July 10, 1975, his continuous service for vacation purposes must be dated from his most recent entry into service.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of September 1985.