

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

PARTIES TO DISPUTE: ((Brotherhood Railway Carmen of the United States and Canada
(Southern Railway Company

STATEMENT OF CLAIM:

1. That the Carrier violated the current controlling Agreement when Carman M. W. Moore, Louisville, Kentucky, was denied a personal leave day on May 2, 1986 although he complied with Article X of the December 11, 1981 Agreement when he requested the personal leave day 48 hours in advance.

2. That the Carrier in the future, be ordered to grant requests for personal leave days when the request is made sufficiently in advance.

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 Organization claimed the Carrier denied a request for a personal day which was asked for by the Claimant 48 hours in advance in accordance with Article X, Section 2(a) of the December 11, 1981 Mediation Agreement.

"Article X, Section 2(a)

Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year."

It is the Organization's position that the Carrier must grant the leave request if the notice is given.

The Carrier's contention is that it needed every employee on the date in question. The work load required the Claimant to protect his assignment and the Carrier has the right to deny such a request under the provisions of the clause.

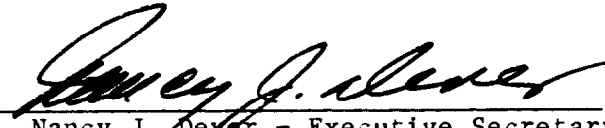
The Board notes that Article X, Section 2(a) contains the phrase "such days may be taken only when consistent with the requirements of the Carrier's service." There was no showing in the record that the requirements of the Carrier's service did not require the services of the Claimant and, therefore, the Board cannot find that the Carrier did not need the Claimant and all other employees on the date in question. As a result, the claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1988.