

The Second Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: ( (Brotherhood Railway Carmen/Division of TCU  
(Southern Railway Company

STATEMENT OF CLAIM:

1. That under the controlling agreement Carmen W. A. Hinson, G. E. Ford, M. D. Campbell, D. O. Davis, J. F. Kuykendall, R. L. Stacey, P. M. Lamb, F. E. Watkins, W. B. Shehan, G. B. Carswell and J. W. Wilkins were arbitrarily assigned a vacation while being off sick thus losing their sick benefits and supplemental benefits beginning with May 9, 1989.

2. That the carrier be ordered to make the Claimants whole for all wage losses and benefits and that they receive their vacation entitlement as assigned by the employes in seniority order and be compensated for the term of their earned vacation account of the forced vacation period.

3. That the Carrier recognize that employes off sick or injured are entitled to set their vacation upon returning to the service of the Company or as specified in the provisions of Article V of the December 17, 1941 Agreement, Rules 35, 57, 61 and Vacation Agreement pages 135 through 142.

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 Carrier advised the Local Chairman of the Organization to turn in vacation for all individuals who were then absent on sick leave so that they could receive vacation pay.

The Organization objected, asserting that those individuals should not be compelled to alter their status in the manner required.

We note that on December 5, 1988, the Carrier advised of its policy concerning vacations "...which are essential to keeping our production schedule at an even keel throughout the year." Carrier specified that a limited number could be absent at one time and changes were not permitted once the vacation lists are submitted.

It is also noted that Paragraph 4, Section 1(b) of the Vacation Agreement provides that Management may require all or any number of employees in any plant, operation or facility to take vacations at the same time.

Based upon the facts of this record we do not find that the Carrier violated the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of May 1991.