

Award No. 8370
Docket No. TE-8115

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

NORFOLK AND WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk and Western Railway, that:

(1) The Carrier violated the Agreement between the parties signatory thereto when it refused to pay R. N. Scott, a retired employe, the vacation allowance to which entitled for the calendar year 1954.

(2) The Carrier shall now be required to pay R. N. Scott for five additional vacation days due in accordance with Article I of the August 21, 1954 Agreement.

EMPLOYEES' STATEMENT OF FACTS: The Agreements between the parties to this dispute are on file with this Division of the National Railroad Adjustment Board, and by reference thereto are made a part of this submission.

This claim arises out of Carrier's refusal to pay Claimant R. N. Scott, retired Agent of the Scioto Division, five additional vacation days' pay allowance in lieu of five additional vacation days not granted in the calendar year 1954 in accordance with the provisions of Article I, Section 1(c) of the August 21, 1954 Agreement.

Claimant R. N. Scott was a regularly assigned Agent on the Scioto Division of Carrier's railroad. He voluntarily retired under the provisions of the Railroad Retirement Act on August 31, 1953, after 48 years and 11 months of service. There is no dispute between the parties as to Mr. Scott being qualified by rendering compensated service on no less than 133 days during the calendar year 1953, and that he had, at the time of his retirement, 15 or more years of continuous service during which period of time he had rendered compensated service on not less than 133 days (151 days in 1949 and 160 days in each such year prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

Claimant had, in the year of his retirement 1953, performed 170 days of compensated service, which, in accordance with the provisions of the Vacation Agreement of 1941, amended, entitled Mr. Scott to 10 days vacation or

ment of August 21, 1954, as contended by the Employees. The amended vacation agreement, by its language, was applicable only to employees holding rights to service under the applicable agreement on or after January 1, 1954.

It is the position of the Carrier that the Employees' claim is without merit, and denial of the claim is respectfully requested.

(Exhibits not reproduced.)

OPINION OF BOARD: Because the facts and issue involved here are identical with those involved in Award 8025 of this Division, as well as in many similar awards, the claim here before us will be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 13th day of June, 1958.