



Award No. 15403
Docket No. SG-13955

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

HUDSON RAPID TUBES CORPORATION

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Port Authority Trans-Hudson Corp.:

In behalf of Signal Repairmen A. G. Babcock, P. A. Neubelt, J. B. Fitzgerald, A. W. Davies, L. J. Breasett, F. L. Fawcett, K. F. Rennig, K. W. Black, F. H. Forman, J. Wotowicz, M. Hobby, Jr., J. J. Reese, R. W. Warwinsky, J. Condon, R. C. Olsen, J. Gill, D. Cotter, W. Foreman, P. Cotter, and J. P. Tinney, for ten (10) days' pay each at his prevailing rate of pay, when and because Junior Signal Repairman R. Clark was permitted by the unilateral action of Carrier, to select and take his ten (10) days' vacation from January 7 to 21, 1962, in violation of Rule 51 and others of the Signalmen's Agreement.

[Time Claim No. 209.]

EMPLOYEES' STATEMENT OF FACTS: Signal Repairman R. Clark has a Signal Repairman's Helper seniority date of 8-6-56, and his rank in that class is 32. Attached hereto as Brotherhood's Exhibit No. 1 is a January 1, 1961, seniority roster which shows that Mr. Clark is junior to all claimants listed in our Statement of Claim.

This dispute arose because the Carrier unilaterally permitted Mr. Clark to select and take his ten (10) day vacation from January 7 to 21, 1962. The claim is based on the contention that the Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 51, when it did not cooperate with the Committee in assigning these vacation dates.

The Claim was initiated on February 1, 1962, and was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. The pertinent correspondence that constitutes the handling of this dispute on the property is attached hereto as Brotherhood's Exhibit Nos. 2 to 8, inclusive.

This dispute involves the Agreement of the Hudson & Manhattan Railroad Company with the Brotherhood of Railroad Signalmen (formerly Brotherhood of Railroad Signalmen of America) governing rates of pay and working

conditions of Signal Department Employees, rules revised effective October 2, 1952, rates revised effective March 1, 1951. By reference thereto, that agreement, as amended, is hereby made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Hudson Rapid Tubes Corporation formerly operated an interurban electric railway between the states of New York and New Jersey. Effective 12:01 A. M., September 1, 1962, Port Authority Trans-Hudson Corporation, acquired substantially all of the property of Hudson Rapid Tubes Corporation by condemnation, and commenced operating the railroad. The present claim relates to an alleged contract violation occurring prior to the condemnation.

BRS is making a claim on behalf of 20 Signal Repairmen for an additional ten days' vacation pay for the year 1962.

BRS contends that this windfall is owing by reason of the fact that Carrier granted a ten-day vacation (between January 7, 1962 and January 21, 1962) to Signal Repairman R. Clark without consultation with the Organization.

Rule 51 of the applicable agreement between the parties provides that vacations shall be given with due regard being given "to the desires and preferences of the employees in seniority order." It is further provided that the Organization and Carrier "will cooperate in assigning vacation dates."

In accordance with the spirit of these provisions, vacations are normally arranged through a "pick" with due regard being given to seniority.

1. In the cited instance the employe requested a vacation prior to the annual pick. Since his request could be acceded to, it was.

2. All 20 claimants took their 1962 vacations at the times desired, in accordance with seniority consideration.

3. No Signal Repairman requested a vacation between January 7, 1962 and January 21, 1962, other than Clark. As a result of his taking his vacation when requested, no other Signal Repairman was deprived of his chance.

OPINION OF BOARD: Petitioner's claim for pay herein is primarily based upon an alleged violation of Rule 51 of its Agreement with the Hudson & Manhattan Railroad Company, which Rule provides in pertinent part as follows:

"The Committee signatory hereto and the representatives of the Company will cooperate in assigning vacation dates."

The Rule is clear in providing that the parties "will cooperate in assigning vacation dates" and the parties are bound thereby. The record shows that Carrier assigned Signal Repairman Clark a vacation period in 1962 without consulting the Organization. While this constituted a technical violation of the Rule, it lends no support for the claim for pay on behalf of Claimants who were senior to Clark and the claim for pay is denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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 Claim is disposed of in accordance with Opinion.

AWARD

Claim disposed of in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of March 1967.