

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19554
Docket Number MS-19476

William M. Edgett, Referee

PARTIES TO DISPUTE: (H. G. Skidmore
(George P. Baker, Richard C. Bond, Jervis Langdon, Jr.,
(and Willard Wirtz, Trustees of the Property of
(Penn Central Transportation Company, Debtor

STATEMENT OF CLAIM: NOTICE NO. 2 - This is to serve notice, as required by the rules of the National Railroad Adjustment Board, of my intention to file an ex parte submission on the 28th day of May 1971 covering an unadjusted dispute between Mr. H. G. Skidmore and the Penn Central Transportation Company involving the question:

Has the Agreement entered into by and between the Pennsylvania-New York Central Transportation Company and Clerical Other Office, Station and Storehouse Employees of the Pennsylvania-New York Central Transportation Company represented by Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees been abrogated and have my rights, my rules, my working conditions, my fringe benefits or my privileges as guaranteed by the Employees Pre-Merger Protective Agreement contract been abridged by the officials of the Penn Central Transportation Company by the action or refusal of Mr. E. J. Gaynor, Mr. K. F. Schwab or Mr. N. P. Patterson to grant me my pre-merger vacation rights?

OPINION OF BOARD: When Claimant was assigned to Grand Central Station he, and his fellow employees, began their vacations after their day of rest. At Pennsylvania Station, where Claimant now works, the procedure agreed upon between Carrier and the Organization is to begin all vacation periods on Saturday, regardless of where the days of rest may fall.

Claimant alleges that this violates both the Merger Protective Agreement and the Agreement between the Carrier and the Organization. His contention that the Agreement has been violated is not well founded. The record clearly shows that the practice of beginning vacations on Saturday is consistent with arrangements made between Carrier and the Organization. Since it reflects an agreement made between the parties Claimant's assertion that it violates his rights under the Agreement is merely an argument that he is not bound by the Rules applicable to his class. This is an argument without merit. He is a member of the class and Rules applicable to the class also are applicable to him. The Board finds that it was not a violation of the Agreement to require Claimant to schedule his vacation in the manner agreed upon between Carrier and the Organization.

Claimant, as noted, also alleges a violation of the Merger Protective Agreement. That Agreement, in Section 1(e), provides for an Arbitration Committee which is charged with interpretation or application of any its provisions. This Board will defer to that Committee and dismiss that portion of the Claim which alleges a violation of the Merger Protective Agreement.

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 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 not violated.

A W A R D

Claim that the Agreement was violated denied; claim that the Merger Protective Agreement was violated dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of January 1973.