

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20730
Docket Number SG-20495

Robert A. **Franden**, Referee

(Brotherhood of Railroad Signalman
PARTIES TO DISPUTE: (
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Long Island Rail Road:

This is to inform the Carrier that **it** is in violation of the National Vacation Agreement now in effect with both parties.

Mr. R. Lentz was denied his proper vacation. When it was deferred, without proper notice. This is in violation of Article **V**.

The dates in question are July 17, 1972 to July 21, 1972 and July 24, 1972 to July 28, 1972.

Mr. **Lentz** was never given notice to defer and I demand that the Carrier produce proof of notice and dates. It should be noted that a deferred vacation does not rectify improper notice.

The General **Committee** demands that Mr. R. Lentz receive a monetary award of one and one-half times his pro-rata rate, also that the Carrier discontinue the unfair vacation schedule now in effect.

I also would **take** this opportunity to direct your attention to N.R.A.B. Award 8225. We request a conference on this matter.

OPINION OF BOARD: Claimant was scheduled to take his vacation **commencing** July 17, 1972. When Claimant transferred to a different sub-division he was requested to defer his **vacation**. **Claimant** did so and took his vacation at a later date.

The parties are signatory to the National Vacation Agreement which reads in part:

"Article V - Each employee who is entitled to vacation shall take same at the time assigned, and while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten **(10)** days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee."

The Organization alleges that Claimant was not given the proper notice in connection with the deferment.

There is in the record a letter from Claimant's foreman which states that verbal notice was given. This is not disputed with evidence. The provision of the National Vacation Agreement above quoted has been complied with by the Carrier.

There has been nothing presented to this Board to substantiate the allegations that the Agreement was violated.

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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL **RAILROAD ADJUSTMENT** BOARD
By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 30th day of May 1975.