

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **22137**
Docket Number CL-22090

David P. Twomey, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(**Express** and Station **Employees**
(
(Canadian National **Railway** Company,
(St. Lawrence Region Lines in
(the United States

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(**GL-8405**) that:

1. Carrier violated Agreement 7.12 between the parties, in particular, Rules 4.3, 18.14, and 18.15 among others when they forced D. N. **Fournier** and G. L. **Gagnon** to **take** their vacations ahead of requested dates, allotting superior vacation dates to Junior Telegraphers on the Area of Chief Dispatcher's territory.

2. They further violated said Agreement when they failed to cooperate with the Organization in assigning vacation dates, which would have prevented violation under 1. above.

3. The Carrier shall **now** be required to compensate D. N. **Fournier** and G. L. **Gagnon** at the rate of **time** and one-half for the period they were forced by the Carrier to take as vacation over their protests.

OPINION OF BOARD: The Claimants are two of twelve **employees** occupying positions in the United States and governed by Agreement 7.12. The **remaining** one-hundred and **seventy-six employees** making up the Chief Dispatcher's territory occupy Canadian positions and are governed by **Agreement** 7.1. One seniority roster exists for the St. Lawrence Region, and it is made up of 589 **employees**.

Article 18.15 of Agreement 7.12 (the United States Agreement) states:

"The local **committee** of the Organization and the representatives of the Company will co-operate in assigning vacation dates."

Clearly Agreement 7.12 requires cooperation in assigning vacation dates; and to the extent ~~that~~ this was not done there is a violation of Article 18.15. The Carrier is ordered to give ample prior notice to the District Chairman so that arrangements can be made for the **Organization** and the Carrier to **communicate** and cooperate in all matters dealing with the assigning of vacation dates under Agreement 7.12.

Article 18.14 of Agreement 7.12 states:

"Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations."

We find that under Article 18.14 of Agreement 7.12 (the United States Agreement) "preferences of the employees in seniority order" refers to the preferences of employees, in seniority order, covered by and working under Agreement 7.12. For preferences of employees for vacation assignments on a seniority basis under Agreement 7.12 can only be logically applied to employees working under that Agreement, absent clear language to the contrary. The Claimants have not established that junior employees working under Agreement 7.12 received vacation assignments **more** preferable than themselves. As such we shall deny the claim.

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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *AW. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June **1978**.