

Award No. 9770

Docket No. CL-9224

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Joseph E. Fleming, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

1. Carrier violated the provisions of the Vacation Agreement as amended August 21, 1954 when it unilaterally set aside the agreed-upon vacation schedule for Yard Office employees by deferring the vacation period of Relief Clerk L. A. Scholl.

2. Carrier shall now compensate Relief Clerk L. A. Scholl for eight (8) hours at the rate of time and one-half for each of the following dates: September 6, 7, 8, 9, 10, 13, 14, 15, 16 and 17, 1955, in addition to his regular vacation pay.

EMPLOYEES' STATEMENT OF FACTS: Employee L. A. Scholl, seniority date May 4, 1948, is regularly assigned to Relief Train Clerk Position No. 4 at Bensenville, Illinois with assigned rest days of Sunday and Monday.

Relief Position No. 4 is assigned to relieve C. Blackmore on Position No. 497 on Tuesday; First Train Clerk C. E. Conley on Position No. 580 on Wednesday and Thursday; and W. Grosnick on Position No. 571 on Friday and Saturday.

In March 1955, Division Chairman McQuinn and General Car Supervisor W. E. Doyle met for the purpose of scheduling the vacation periods of the employees under Mr. Doyle's jurisdiction. The schedule was prepared and jointly agreed upon. According to the schedule, Mr. Scholl was assigned a ten (10) day vacation from September 6th through 17th, 1955, both dates inclusive.

Under date of August 19, 1955, file 25-A, Mr. Doyle advised Employee Scholl as follows: (Employees' Exhibit "A" attached.)

"Due to a shortage of help at the present time it is necessary that I postpone your vacation for a month. Please arrange accordingly."

been allowed to take his vacation as originally scheduled or paid the time and one-half rate in lieu thereof regardless of the requirements of the service. The Vacation Agreement does not so provide.

8. Claimant Scholl was entitled to 10 days vacation in 1955. While it is unfortunate that it was necessary his vacation be deferred, nevertheless he was granted 10 days vacation beginning November 8, 1955, all in accordance with the provisions of the Vacation Agreement and there can be no reasonable basis for any additional payment in behalf of Claimant Scholl.

The Carrier respectfully requests that the claim be denied.

All data contained herein has been presented to the employees.

(Exhibits not reproduced)

OPINION OF BOARD: The issue involved in this case is the same as that presented to the Board and determined in Award 9769. The Award there is controlling in this case and therefore this claim is denied. Also see Award 9228.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December, 1960.