



Award Number 17576

Docket Number TE-17625

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the New York, New Haven and Hartford Railroad, that:

1. Carrier violated the Agreement between the parties when during the year 1966 it did not allow Messrs. W. F. Garvansites, V. J. Bellantuono, J. T. Carrah, M. M. Mendes, Jr., and C. O. Steeves their vacations and refused to compensate them for time worked in accordance with the Agreement.
2. Carrier shall be required to pay Claimants named in 1 above at the rate of time and one-half for service performed, for the number of days vacation to which they were entitled during the year 1965, less the amounts they were paid for working.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

The Agreement between the parties dated September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

This claim was timely presented, progressed to the highest officer designated by the Carrier to receive appeals, including conference, in accordance with the terms of the Agreement, and has been declined. The Employees, therefore, appeal to your Honorable Board for adjudication.

This claim arose because the Claimants were entitled to vacations during the year 1966. The vacation periods were scheduled in accordance with the terms of the Agreement. Carrier timely notified each of them that due to the shortage of qualified employees they could not be relieved and this occurred several times during the year. Finally they were notified that payments in lieu of vacations would be made on the payroll for the week ending December 10, 1966. They were properly compensated for the number of days vacation to which they were entitled. During the month of December they claimed time and one-half for service performed during their vacation periods but Carrier paid them at the straight time rate.

(b) ISSUES

Is an employee who is denied his vacation and compensated at the pro rata rate at the end of the year in lieu of vacation entitled to be

Copy of the Agreement between the parties, dated September 1, 1949, as amended, is on file with this Board and is, by reference, made a part of this submission.

(Exhibits Not Reproduced)

OPINION OF BOARD: The facts and issue in this dispute are similar to the facts and issue in Award 17575, and for the reasons stated in said Award, we are compelled to sustain these claims.

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of November 1969.