

Award No. 18113
Docket No. TE-18180

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Chicago and Illinois Midland Railway Company, that:

CLAIM NO. 1

1. Carrier violated the Agreement between the parties when it improperly relieved the following regularly assigned employees for vacations during the year 1967:

D. M. Oliver	June 12 - June 23, 1967	10 days
W. J. Dowell	May 24 - June 11, 1967	15 days
G. H. Hinrich	May 18 - May 22, 1967	5 days
V. D. Pilgrim	May 13 - May 17, 1967	5 days
W. E. Patterson	May 3 - May 12, 1967	8 days

2. Carrier shall compensate the above-named employees eight hours' pay at time and one-half rate for each day improperly relieved.

CLAIM NO. 2

1. Carrier violated the Agreement between the parties when it improperly relieved the following regularly assigned employees for vacations during the year 1967:

E. R. Gibbs	July 31 - Aug. 4, 1967	5 days
J. C. Crum	June 26 - July 14, 1967	15 days

2. Carrier shall compensate the above-named employees eight hours' pay at time and one-half rate for each day improperly relieved.

CLAIM NO. 3

1. Carrier violated the Agreement between the parties when it improperly relieved the following regularly assigned employees for vacations during the year 1967:

J. M. Ruggles	Aug. 8 - Sept. 2, 1967	20 days
E. R. Gibbs	Sept. 5 - Sept. 9, 1967	5 days

2. Carrier shall compensate the above-named employees eight hours' pay at time and one-half rate for each day improperly relieved.

CLAIM NO. 4

1. Carrier violated the Agreement between the parties when it improperly relieved the following regularly assigned employees for vacations during the year 1967:

M. L. Ellingsworth	Sept. 18 - Oct. 6, 1967	15 days
W. E. Patterson	Oct. 9 - Oct. 13, 1967	5 days
G. R. Hinrich	Oct. 19 - Oct. 23, 1967	5 days

2. Carrier shall compensate the above-named employees eight hours' pay at time and one-half rate for each day improperly relieved.

CLAIM NO. 5

1. Carrier violated the Agreement between the parties when it improperly relieved the following regularly assigned employees for vacations during the year 1967:

V. D. Pilgrim	Oct. 28 - Nov. 8, 1967	10 days
J. C. Crum	Nov. 27 - Dec. 1, 1967	5 days
R. Brown	Nov. 9 - Nov. 20, 1967	10 days
C. H. Freeman	Dec. 4 - Dec. 15, 1967	10 days
V. D. Pilgrim	Dec. 23 - Dec. 26, 1967	4 days

2. Carrier shall compensate the above-named employees eight hours' pay at time and one-half rate for each day improperly relieved.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

The Agreement between the parties, dated November 1, 1946, as amended and supplemented, is on file with your Board and by this reference is made a part hereof.

The claims were timely presented, progressed, including conference with highest officer designated by the Carrier to receive appeals, and have remained declined. The Employees, therefore, appeal to your Honorable Board for adjudication.

These claims arose when the Carrier, after a vacation schedule was established, advised the Employees on March 14, 1967 that the Carrier would be unable to release the telegrapher employees for their 1967 vacations. On April 5, 1967, the Manager of Personnel requested conference to reschedule the vacations due to the availability of one extra telegrapher resulting from an abolishment of a position, and on April 14, 1967 the vacation schedule was reestablished. On May 3, 1967, the Superintendent advised the Employees' representative that one J. L. Coady was hired temporarily as a vacation relief employee, but would not establish seniority rights until after he was used sixty days.

J. L. Coady held a regular assignment to a laborer position under an Agreement between the Carrier and the International Brotherhood of Firemen,

(Exhibits not reproduced.)

OPINION OF BOARD: The Claims herein involve the same parties and Agreement and present the same pivotal issue as in Award No. 18112. For reasons stated in that Award we will deny the instant 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 Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1970.

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