

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20037
Docket Number CL-19960

Burl E. Hays, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks
(Freight Handlers, Express and Station Employees
(
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7175)
that:

1. The Carrier violated the effective Agreement and the Vacation Agreement of December 17, 1941, when it arbitrarily changed the starting date of the vacation period requested by Keypunch Operator L. Houska from April 8-21, 1971 to April 5 - 18, 1971.

2. The Carrier shall be required to compensate L. Houska for two (2) day's pay she was suspended from work, April 5 and 12, 1971 and an additional day's pay, at her applicable time and one-half rate for April 19, 1971.

OPINION OF BOARD: The Committee alleges that Carrier violated rules of the National Vacation Agreement dated December 17, 1941, as amended. The particular portion of the Agreement involved in this dispute is Article 4(a) which reads as follows:

"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."

"The local committee of each Organization signatory hereto and the representative of the Carrier will co-operate in assigning vacation dates."

It is not disputed that Claimant Houska was regularly assigned as a Keypunch Operator working under Supervisor of Car Operations H. C. Mills and, in accordance with the terms of the Agreement, was entitled to three (3) weeks vacation. Claimant submitted written request indicating when she wanted to take her vacation. She asked for her vacation to commence on two different days, each of which followed her assigned rest days, of Tuesday and Wednesday. This request was denied by her Supervisor, and she was required to commence her vacation on a Monday, rather than on a Thursday. This decision was apparently based on a Notice to employees dated October 29, 1970, issued by Mr. Mills, a part of which reads: "All vacation periods will start on Monday." However, long before this claim was filed, negotiations had been carried on since shortly after the date of the Notice, between the Carrier and the General Chairman concerning re-assignment of vacation dates. At the time this claim was filed, these negotiations had failed to produce any changes in the original Agreement

of December 17, 1941 (as amended). Thus, the Supervisor's Notice to change starting time of vacations appears to be a unilateral attempt to alter the provisions of the Agreement in effect at that time.

Employees performing services Monday through Friday have the benefit of their assigned rest days immediately preceeding and following their assigned vacations. All employees under a collective Agreement should be treated equally. In the instant dispute this privilege was denied.

Carrier has not shown that vacation dates requested by Claimant were inconsistent with requirements of Carrier's service, or that it impaired the efficiency of Carrier's operations.

We believe the action taken by the Carrier in this case deprived Claimant of the vacation of her choice, for which she had qualified; that there was no mutual understanding or joint agreement by the parties to change the starting date of her vacation, and that Claimant is entitled to the claim as presented in accordance with Article i, Section Four (4) of the August 21, 1954 Agreement and the National Vacation Agreement of December 17, 1941.

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 Employes involved in this dispute are respectively Carrier and Employes 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:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 20th day of November 1973.