

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Martin F. Scheinman, Referee

Award Number 23898  
Docket Number CL-23743

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and Steamship Clerks,  
{ Freight Handlers, Express and Station Employees  
{ Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9276) that:

(a) The Southern Pacific Transportation Company violated the Clerks' Agreement when it cancelled Mr. R. A. Craig's vacation scheduled January 2, 1979 through January 8, 1979; and,

(b) Thereafter refused to properly compensate Mr. R. A. Craig, for the scheduled vacation period as specified by the National Vacation Agreement; and,

(c) The Southern Pacific Transportation Company shall now be required to compensate Mr. R. A. Craig an additional eight (8) hours compensation at time and one-half the pro-rata rate of his regular assignment, Position 31, for dates of January 2, 3 and 4, 1979.

OPINION OF BOARD: Claimant, Stock Clerk R. A. Craig, was scheduled for vacation from January 2 through January 8, 1979. Claimant commenced his vacation as scheduled and remained on vacation from January 2, 1979 through January 4, 1979.

On January 4, 1979, Carrier requested that Claimant return to work on January 5, 1979 as Carrier was unable to fill Claimant's assignment. Claimant agreed to return from his vacation. He worked January 5 and 8, the last two days of his vacation. For January 5 and 8, Claimant was paid 8 hours at the over-time rate in addition to his regular vacation pay.

The Organization contends that Claimant is also entitled to receive time and one-half pay, in addition to the vacation pay received for January 2, 3 and 4, 1979. It asserts that Claimant was required to terminate his vacation without proper notice as required by Section 5 of the December 17, 1941 Agreement. Section 5 states:

"5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided."

A careful analysis of the evidence presented indicates that Claimant is entitled to no additional compensation. His vacation was not deferred, or cancelled on the dates claimed.

Instead, Claimant was requested to return to work. He agreed to do so. When he worked on those days the Agreement requires that an employee must be paid

"the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay."

Here, Claimant received exactly what the Agreement contemplated. There is no basis to conclude that Claimant should receive compensation for days when work was not performed and which were scheduled and observed as vacation days.

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.

A W A R D

Claim denied.



NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of May 1982.