

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25374  
Docket Number CL-24496

W. S. Coleman, Referee

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9555) that:

(a) Carrier violated Article 5 of the National Vacation Agreement when they arbitrarily advanced the scheduled starting date of Clerk Henry Ramsey's vacation from May 23, 1978 to May 20, 1978, and

(b) That Carrier shall now be required to allow Claimant eight (8) hours pay at the punitive rate of \$58.92 per day for the dates of May 27, 28, and 29, 1978 in addition to other pay allowed for these dates as a result of this violation.

OPINION OF BOARD: Claimant H. L. Ramsey held a regularly assigned position of Crew Dispatcher on the 8:00 A.M. to 4:00 P.M. shift, Saturday through Wednesday, with Thursdays and Fridays off. Claimant was scheduled for one week's vacation beginning Tuesday, May 23, 1978, and concluding on May 29, 1978. At the time this schedule was requested and approved, Claimant was working a Tuesday through Saturday week, with Sunday and Monday off. Prior to his vacation date, however, he was awarded the Crew Dispatcher job and his days off changed to Thursday and Friday. This change in assignment and schedule caused Claimant to request a change in his assigned vacation.

He requested that his vacation be deferred so that it would start on May 27, 1978. Carrier reviewed his request and the vacation schedule of other Crew Dispatchers and rescheduled Claimant's vacation to begin on May 20, rather than on May 27, as he had requested, or May 23, as was previously approved.

Organization contends that Carrier was arbitrary in its assignment of May 20 as Claimant's start date for vacation. It argues that if Carrier could not honor Claimant's request for a change to May 27, it should have left his vacation as it was scheduled (with the start date of May 23rd). It had no right to unilaterally reschedule Claimant to start his vacation on May 20. Carrier contends that due to the requirements of service, it had the right to reschedule Claimant's vacation.

This Board has reviewed the record presented on this case and must conclude the Carrier did not act in an arbitrary manner when it rescheduled Claimant's vacation to meet the needs of the service in the Crew Dispatcher Office. Article 5 gives Carrier certain latitude in assigning vacations, just as it grants employees certain rights in regard to vacations. The rights granted to Carrier, however, are that it can consider the needs of the service when scheduling vacations. It must have proper coverage on critical jobs. The record of this case does not contain any evidence to support Organization's allegation that Carrier, by its actions, acted in an arbitrary fashion or purposely set out to expand its authority under the Vacation Agreement through this case.

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

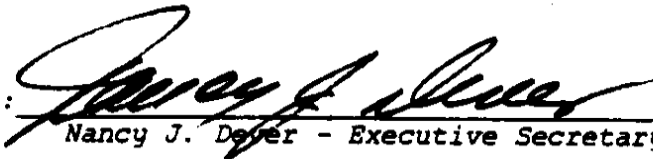
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:



Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 15th day of April 1985.