

REVIEW COMMITTEE DECISION
R. C. FILE NO. 73
GENERAL CONSTRUCTION DEPARTMENT, GRIEVANCE #236
QUALIFICATIONS FOR VACATION WITH PAY

SUBJECT OF GRIEVANCE

The grievants in this case were employed in the General Construction Department for a period of less than one year. They each worked a minimum of 230 days prior to the date their services with the Company were terminated. Union argued that inasmuch as Section 311.1 entitles an employee to a vacation after the completion of one year of continuous service and further defines a year of continuous service as "a minimum of two hundred and thirty (230) days of work in a twelve (12) month period", the employees were entitled to a vacation with pay. The Department contended that since none of the men were employed for a 12 month period they did not meet the requirements of Section 311.1, even though admittedly they worked a period of 230 days prior to the date of their termination.

STATEMENT AND DECISION

It has never been the practice in this Company to grant a vacation to an employee whose service does not extend over a full calendar year. Any departure from this well established principle would have to be supported by clear and unequivocal evidence. There is nothing in the applicable labor agreement or in the negotiations or agreements which preceded it which gives support to a contention that an employee may have a vacation although he has worked less than a year.

In the agreement before it was amended September 1, 1954 it was provided in Section 311.1 that "After an employee has completed one year of continuous service . . . he shall be entitled to vacations with pay." This is substantially the way in which the vacation section of General Construction Department contracts has been written since the first agreement was executed November 1, ~~1954~~ 1943 *GJB*

The words "one year" have such common understanding that they do not have to be defined or interpreted. The term "one year" would never be used if less than 12 months was intended.

In defining the phrase "one year of continuous service" it is not the "one year" which needs to be defined, but the words "continuous service". "Continuous service" does not have a common, universal meaning. It has different meanings in the Divisions, on the one hand, and in the General Construction Department, on the other. In the latter it has been defined since 1943 to mean "230 days of work in a 12 month period." The phrase "in a 12 month period" must be given consideration; it is in there for a purpose. It does not mean "in a 12 month period or less". Although 230 days may have been worked, the 12 month period must elapse before rights are acquired.

Two conditions (among others) thus must be met before an employee is entitled to a vacation: (1) he must complete one year, and (2) he must perform

230 days of work in a period of 12 months. Neither condition can be overlooked. An employee may perform 250 days of work in less than 12 months, in which event he may anticipate that on the completion of his first year with the Company he will be entitled to a vacation. But his anticipation alone does not confer rights. He does not acquire any right to a vacation until the two conditions have been met.

For Union:

Ray Michael

Leonard Gehringer

Elmer Bushby

By

Elmer B. Bushby

Date

10/25/54

For Company:

H. F. Carr

R. J. Tilson

V. J. Thompson

By

V. J. Thompson

Date

10/21-54