

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21002
Docket Number CL-20994

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

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

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood
(GL-7698) that:

(8) **Carrier violated** the current Clerks' Agreement at **Greensboro**, North Carolina, when it refused to compensate **Train Mail Handler Mr. W. L. Waddell for vacation earned in the calendar year 1972** upon **his** retirement on July 1, 1972.

(b) Carrier **shall** be required to compensate Mr. W. L. **Waddell for four weeks pay as vacation pay at his daily rate at the time of retirement.**

OPINION OF BOARD:

The issue involved is whether claimant rendered compensated service on 100 days prior to his retirement on June 30, 1972 as provided for in Section 1 (d), Article III - Vacations.

The record indicates that claimant was paid 8 monthly wage comprehending **169-1/3 hours**, his **actual service was less than** that each month, not **exceeding 131.23 hours in May**. During the **6 month period** claimant actually rendered **765.33 hours**.

In **Interpretation** of the Vacation Agreement of December 17, 1971, Referee **Wayne Morse** approved the **following proposal of the labor organization:**

"The **days** need not be consecutive, but **may be any days** of the **calendar year** preceding the **year** in which the vacation is to be taken. Each **calendar day** for which an employee **is** paid by the employing **carrier for some time**, regardless of the **amount of compensation, or the length of time** paid for, will be counted **one day**, provided, however;

"(1) An employee **shall** not be **given credit** for two **days if** tour of duty or **8 call extends from one calendar day into another**; such an employee **will** be given credit for one **day** only on the day such tour of duty or **call** begins, except;

'(a) An employee who has completed his tour of duty on a day and is called again on the same day for further duty extended into the next calendar day, which is not an assigned work day for him, will be given credit for an additional day.'

Claimant's tour of duty was from Salisbury, North Carolina, to Lynchburg, Virginia, and return. It started one calendar day, and ended on the next calendar day. Under the above quoted interpretation he was entitled to credit for one day only for each round trip.

Since claimant did not render compensated service on 100 days prior to retirement, he did not qualify for 8 vacation and no allowance is due under Article 8 of the National Vacation Agreement of 1971.

Referee Morse's interpretation is clear - "the time excused from duty cannot be counted toward the 160 days of service required for vacation eligibility." Therefore we must deny the claim as not supported by the Agreement,

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, 8s 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:


Executive Secretary

Dated at Chicago, Illinois, this 12th day of March 1976.