

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:

(a) 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 a 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 as one day, provided, however;

"(1) An employee shall not be given credit for two days if tour of duty or a 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 a 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, 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:

A.W. Parker  
Executive Secretary

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