

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

October 22, 1976

Mr. Irwin M. Lieberman
91 Westover Avenue
Stamford, Connecticut 06902

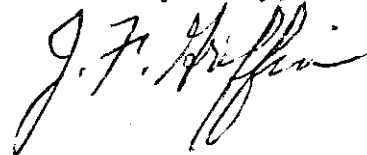
Mr. Nicholas H. Zumas
1990 M Street, N. W.
Washington, D. C. 20036

Mr. Robert M. O'Brien
73 Tremont Street
Boston, Massachusetts 02108

Gentlemen:

There are attached copies of Award Nos. 402 to 404, inclusive, dated October 21, 1976, rendered by Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 National Agreement.

Yours very truly,



cc: Chairman - Employees' National
Conference Committee (10)

Messrs.

C. L. Dennis (2)
E. J. Neal (3)
S. G. Bishop (4)
C. J. Chamberlain (2)
H. C. Crotty (2)
R. W. Smith (2)
M. B. Frye (2)
W. W. Altus (2)
✓ J. J. Berta (2)
R. K. Quinn, Jr. (3)
W. F. Euker
T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
and
Central Vermont Railway, Inc.

QUESTIONS
AT ISSUE: (1) Did the Carrier violate the terms of Section 6 of
the Washington Job Protection Agreement of May 21, 1936
and the Implementing Agreement of December 14, 1971,
when it failed to include travel time compensation earned
during the test period in determining the average monthly
compensation of Telegrapher Mr. J. L. Luneau?

(2) Shall the Carrier be required to compensate Mr. J.
L. Luneau his monthly displacement allowance reflecting
travel time compensation earned during his test period?

OPINION
OF BOARD: On December 14, 1971 the parties entered into an Agreement
governing the implementation of a Carload Center at St. Albans,
Vermont which provided, inter alia, that employees adversely
affected by the implementation were entitled to the benefits of Section 6 of
the Washington Job Protection Agreement of May 21, 1936. Claimant herein held
a swing Agent-Telegrapher Mobile Agent position from March 22, 1973 until
March 10, 1974 at which time his position was abolished and he displaced on a
Telegrapher-Clerk position. Claimant worked that position until June 8, 1974
at which time he was displaced as a result of the coordination and he was enti-
tled to the benefits of Section 4(a) of the December 14, 1971 Agreement. The
issue herein relates to the exclusion of travel time compensation by the Car-
rier during the test period of June 9, 1973 to June 8, 1974. Travel time was
an element in the compensation of the Agent-Telegrapher Mobile Agent position
but was not part of the compensation for the Telegrapher-Clerk position.

The Organization argues that paid travel time is clearly con-
sidered as compensation in determining displacement allowances; Section 9(c)
of the 1936 Agreement clearly states that the displacement allowance shall be
determined by computing the total compensation received during the last twelve
months. The Organization cites Docket Nos. 62 and 65 of the Washington Job
Protection Agreement Committee as authority holding that compensation for the
test period includes overtime and arbitraries as well as the rate of pay. It
is concluded that travel time must be considered as an arbitrary since it does
not fall in the other two categories. Petitioner also cites Award No. 18 of
Special Board No. 174 which held that pay for traveling and waiting time is
part of the daily compensation for the assignment in question and should be
part of vacation compensation.

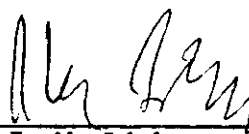
- 2 -

Carrier contends that there is nothing in Section 6(c) of the Washington Job Protection Agreement which alludes to travel time and no decisions under that Agreement dealing with travel time. Carrier asserts that since the question has never been raised, it must be concluded that ".... neither travel time nor deadheading have ever been considered as part of the 'average monthly compensation' or 'average time paid for' in fixing the pre-coordination compensation." Carrier also relies on the same Decisions of the Washington Job Protection Agreement Committee as the Organization: Docket Nos. 62 and 65; Carrier argues that the Committee, in those Decisions, recognized the importance of considering the same elements in both the pre and post-coordination periods in order to fix the proper displacement allowance. Carrier emphasized that deadheading and travel time are not part of Claimant's compensation rate in the post-coordination period. Carrier also states that the reasoning in Docket Nos. 62 and 65 referred to above recognized that all overtime should not be considered in the test period earnings and the post-coordination allowance, and if that is true, the same principle should be applied to arbitraries.

The significant issue in this dispute is whether the loss of travel pay was as a result of the coordination. Section 6(a) provides that an employee will not "be placed, as a result of the coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination...." In this case Claimant elected to take a position which did not include travel time three months prior to the date he was affected by the coordination. It is clear that the loss of travel time earnings are not directly attributable to the station closure which resulted in Claimant being displaced. In prior Awards, such as 103 and 137, we have held that the liability of Carriers in situations such as this is limited to the consequences of the coordinations and as a corollary, that the employees worsened position must be as a result of such coordination. While we make no findings as to the inclusion or exclusion of travel time as a general proposition, in this case Carrier was correct in excluding such earnings from the test period for the reasons indicated.

AWARD:

The answer to both questions is "no".



I. M. Lieberman
Neutral Member



Dated: Washington, D. C.
October 21, 1976