

COPY

ORG. FILE 20-81  
CARRIER FILE 140-126-25  
NRAB FILE CL-7804

AWARD NO. 18  
CASE NO. 18

SPECIAL BOARD OF ADJUSTMENT NO. 174

PARTIES    The Brotherhood of Railway and Steamship Clerks,  
             Freight Handlers, Express and Station Employees  
TO

DISPUTE    Gulf, Colorado and Santa Fe Railway Company

STATEMENT OF CLAIM:    Claim of the System Committee of the Brotherhood that:

(a) Carrier violated the Vacation Agreement and current Clerks' Agreement at Brownwood, Texas, when on June 16 and 17 and August 4 and 5, 1954, it denied Relief Clerk W. J. Bettis vacation pay for the regular traveling and waiting time assigned to his position; and,

(b) W. J. Bettis shall now be paid an additional three (3) hours at rate of \$15.39 per day for June 16, 1954; an additional eight (8) hours at rate of \$13.30 per day for June 17, 1954; an additional three hours thirty minutes (3'30") at the rate of \$15.39 per day for August 4, 1954 and an additional seven hours fifty minutes (7'50") at the rate of \$13.30 per day for August 5, 1954.

FINDINGS:    Special Board of Adjustment No. 174, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

Claimant was the incumbent of a Traveling Relief Clerk position which entitled him to be paid for traveling and waiting time "as working time" at the straight time rate of the job to which traveled. While Claimant was on vacation, his relief was paid for traveling and waiting time but the Carrier declined to pay Claimant the traveling and waiting time upon the ground that it was not part of his "daily compensation" within the meaning of the Vacation Rule. Hence this claim.

Article XI Section 3-c of the Agreement reads:

"If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour and thirty minutes, or if on completion of his shift necessary time spent waiting for transportation

"plus the time of travel, including waiting time en-route, necessary to return to his headquarters point or to the next work location exceeds one hour and thirty minutes, then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled."

Article 7 (a) of the Vacation Agreement reads:

"An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment."

The interpretation placed on Article 7 (a) by the parties on June 10, 1942 reads:

"This contemplates that an employee having a regular assignment will not be any better or worse off, while on vacation, as to the daily compensation paid by the carrier than if he had remained at work on such assignment, this not to include casual or unassigned overtime or amounts received from others than the employing carrier."

First. The Vacation Rule clearly contemplates the payment of something more than the straight time daily rate of the position for it speaks of "the daily compensation paid by the carrier for such assignment"; and this conclusion is fortified by the interpretation of the parties which lays it down that an employee "will not be any better or worse off, while on vacation, as to the daily compensation paid by the Carrier than if he had remained at work on such assignment."

Claimant was certainly worse off to the extent of the traveling and waiting time, not paid to him as part of his vacation compensation, but paid to his relief.

Second. It is also clear that pay for traveling and waiting time is part of "the daily compensation" paid by the carrier for the assignment. This particular assignment consumes the employee's time in traveling and waiting, not for his own account, but for the purpose of performing the assignment. Indeed in Article IX Section 3-b the parties themselves have agreed that traveling and waiting time, which is paid for under the rule, is part of the assignment for they characterize it "as working time."

We do not agree with the Carrier's argument that Claimant is not entitled to this compensation, because he neither traveled nor waited while on vacation. Neither did he work while on vacation and yet he was paid for 10 days' work.

#### A W A R D

Claim sustained.

/s/ F. D. Comer  
Carrier Member

/s/ Hubert Wyckoff  
Chairman

/s/ W. Ray Clark  
Employee Member

Dated at Chicago, Illinois, October 7, 1959.