



Award Number 17933

Docket Number TE-18293

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

PENN CENTRAL COMPANY—NEW HAVEN REGION

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the New York, New Haven and Hartford Railroad Company, that:

1. Carrier violated the provisions of the Agreement when it failed to properly compensate Mr. R. A. Parmelee for a holiday, January 1, 1968, per the provisions of the August 19, 1960 Agreement.
2. Carrier shall now compensate Mr. R. A. Parmelee one (1) day's pay at the straight time rate of the position at S.S. 274, Springfield, Massachusetts, in the amount of \$25.20.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

An Agreement between the parties effective September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

This claim was timely presented, progressed in accordance with the provisions of the Agreement, including conference with the highest officer designated by the Carrier to receive appeals, and has been declined. The Employees, therefore, appeal to your Honorable Board for adjudication.

The cause for this claim arose when Carrier arbitrarily deducted an alleged overpayment for eight hours at the pro rata rate from the earnings of Claimant. This representing eight hours holiday pay for January 1, 1968, New Year's Day.

(b) ISSUES

Holiday Pay. Does time spent posting under pay constitute compensation for service?

(c) FACTS

When this claim arose the status of the Claimant, R. A. Parmelee, was that of an extra (spare) telegrapher. As such, much of his time was consumed in "posting" on various positions, that is, learning the duties of various positions. This posting was done under pay at the direction of the Carrier in conformity with Article 21 of the Agreement, entitled QUALIFYING—PAY FOR POSTING. This is necessary for well qualified employees, due to the peculiar physical and other characteristics of the various jobs.

OPINION OF BOARD: Claimant was an extra employe who, during the thirty calendar days immediately preceding the January 1, 1968 holiday, was compensated for two days of work and at least seventeen days of posting. He was allowed holiday pay for January 1, 1968 which however was later deducted, Carrier contending that it was paid in error.

The ultimate question for decision is whether compensation allowed for posting is to be considered the same as compensation for normal work within the meaning of rules such as Article III of the National Agreement dated August 19, 1960.

The same question has recently been considered in Awards of this Board where these same parties were involved, Awards 17745 and 17831. Those awards support the position of the Employees.

Here, the applicable rule requires, as qualification for holiday pay to other than regularly assigned employes that "compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday . . .". There is no dispute that Claimant met all of the other requirements.

In conformity with the awards cited herein, we find that compensation for posting must be considered the same as compensation for other service. Therefore, Claimant qualified for the holiday pay claimed. We will sustain the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST. S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1970.