



Award Number 17779

Docket Number TE-17719

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
SOO LINE RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Soo Line Railroad Company, that:

CLAIM NO. 1

- (a) Carrier violated the Agreement when it refused to properly compensate Telegraphers C. B. Smith, R. M. Schuette, H. F. Van Grinsven and R. H. Nielsen, for work performed during their vacation periods on a holiday, Christmas, Monday, December 26, 1966.
- (b) Carrier shall compensate each claimant an additional 12 hours at the pro rata rate of their respective positions.

CLAIM NO. 2

- (a) Carrier violated the Agreement when it failed to properly compensate Telegrapher J. M. Vogt on Monday, December 26, 1966, a legal holiday.
- (b) Carrier shall compensate Claimant J. M. Vogt the difference between the compensation claimed and the compensation allowed, namely 8 hours at the punitive rate at "NI" Office, Stevens Point, Wisconsin (4th trick).

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

The two claims in this dispute involved the same issues. Claimants Smith, Schuette, Van Grinsven, Nielsen and Vogt were all employees who were required to work their assigned vacations. The date in question was Monday, December 26, 1966, which was Christmas and a work day on the positions that all of these Claimants worked. Each Claimant worked Monday, December 26, 1966 and filed proper claims for the compensation due for that particular day. The Claimants claimed eight hours at pro rata for the holiday, eight hours at pro rata for vacation day, eight hours at time and one-half for working the holiday and eight hours at time and one-half for working their vacation day. The Carrier partially paid when the claims were originally presented. The Carrier paid eight hours pro rata for the holiday, eight hours pro rata for the vacation allowance and one day at eight hours at time and one-half. The Carrier refused to designate whether the eight hours at time

Claimants submitted timerolls prepared as though they had been scheduled for vacations in the last half of December. Monday, December 26, 1966, was observed as the Christmas Holiday. Mondays were regularly assigned work days for each of the claimants and each worked on December 26, 1966. They each claimed time as follows for December 26, 1966:

— HOURS PRO RATA—holiday allowance

8 hours punitive—holiday worked

8 hours pro rata—vacation allowance

8 hours punitive—vacation worked

Initially, Carrier cut 8 hours punitive time on the basis that claimants were not entitled to duplicate penalty payments for one employment activity. On appeal to Carrier's highest appeals officer an additional four hours pro rata was allowed each claimant on the basis that they were entitled to an adjustment between straight time and time and one-half for work actually performed during their originally scheduled vacation periods. In other words, the claimants were paid two and one-half days' pay for working the holiday, December 26, 1966, and during the same pay period were given an adjustment of 8 hours pro rata in lieu of a vacation day scheduled but not granted in an earlier pay period, and an adjustment of 4 hours pro rata for having worked the scheduled vacation day.

Copies of schedule agreement between the parties to this dispute, effective July 1, 1956, and supplements thereto are on file with the Board and are made a part of this record by reference.

OPINION OF BOARD: This case consists of two separate claims which are based on similar facts and dates and will be disposed of in one opinion. The question presented here is not new to the Board. Whereas there has been some discussion about rescheduled or deferred or cancelled vacations, there is general agreement concerning the proper allowance to an employee who works during the assigned vacation period, when a holiday occurs on a regularly assigned work day.

The question presented here has been decided in favor of the employees' position in Awards 9754, 9957, 10892, 12759, 16638, 16696, 17047, 17688, 17746, 17575, 17576, 17577, 17697. In conformity with the precedent Awards, this claim will be sustained. Obviously, if the Carrier's record indicate the Claimants were paid the four (4) hours pro rata, the Carrier will take credit therefor and pay only an additional eight (8) hours at pro rata rate.

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 13th day of March, 1970.