

**Award No. 2571  
Docket No. 2443  
2-PRR-MA-'57**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when the award was rendered.**

---

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 152, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL (Machinists)**

**THE PENNSYLVANIA RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the current Agreement Machinist Harold Romar was unjustly dealt with while on vacation by denying him the two and one-half ( $2\frac{1}{2}$ ) times pay for February 22, 1955 when the Carrier assigned Joseph A. Mulhall, machinist, to fill the position.
2. That accordingly the Carrier be ordered to compensate Harold Romar the difference between that which he already received and that which he would have received had he not been on vacation on the above mentioned date.

**EMPLOYEES' STATEMENT OF FACTS:** Machinist Harold Romar, hereinafter referred to as the claimant, is employed by The Pennsylvania Railroad Company, hereinafter referred to as the carrier, in the Sunnyside Enginehouse, L. I., N. Y., Maintenance of Equipment Department. At the time of the instant claim the claimant was regularly assigned as a relief machinist on the inspection pit, Monday and Tuesday 7:59 A.M. to 3:59 P.M., Wednesday, Thursday and Friday 3:59 P.M. to 11:59 P.M., with rest days Saturday and Sunday.

Joseph Mulhall is regularly assigned as a machinist in the enginehouse on locomotives out of service, which position is not worked on holidays.

To further substantiate the employees' statement of facts in this case, we have a statement from Mr. Mulhall to the effect that he holds a regularly assigned position as air brake machinist on heavy repairs in the enginehouse, copy of which is hereby submitted and identified as Exhibit A.

Claimant holds a relief assignment with a tour of duty 7:59 A.M. to 3:59 P.M., Monday and Tuesday; 3:59 P.M. to 11:59 P.M., Wednesday, Thursday and Friday, with rest days of Saturday and Sunday. February 22, 1955 being a Tuesday, it was one of claimant's regular days to work the 7:59 A.M. to 3:59 P.M. tour of duty.

**CONCLUSION**

The carrier has established that no provision of the applicable agreements has been violated and that the claimant is not entitled to the additional compensation which he claims.

Therefore, the carrier respectfully submits that your Honorable Board should deny the claim of the employees in this matter.

**FINDINGS:** The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Claimant was a regularly assigned relief air brake machinist with hours from 7:59 A.M. to 3:59 P.M. on Monday and Tuesday, 3:59 P.M. to 11:59 P.M. on Wednesday, Thursday and Friday, and with Saturday and Sunday as his rest days. From Monday, February 21 to Friday 25, 1955, inclusive, claimant was on vacation. Forty-eight hours in advance of February 22, (Washington's Birthday), carrier posted a notice that the positions of certain employees, including that occupied by claimant, would not be filled on said day, but he was compensated therefor for eight hours at his pro rata rate of pay.

The organization says that J. A. Mulhall, a regularly assigned machinist whose position is not worked on holidays, was called to fill the claimant's position on February 22, thereby entitling him to be compensated for 2½ times pay, less what he has already received, under Article 7 (a) of the Vacation Agreement, which provides that an employe having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment. It is to be noted that this Article has been interpreted to mean that an employe 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 remained at work on such assignment, this not to include casual or unassigned overtime or amounts received from others than the employing carrier.

Carrier replies that Mulhall did not work claimant's position, because it was blanked, and that, in any event, Mulhall's work on the day in question was casual and unassigned over-time. It is pointed out that on February 22, three out of thirteen existing machinists positions were blanked, and that of the employees affected the claimant was the junior man; also, that while claimant ordinarily worked on the inspection pit and Mulhall on heavy repairs, both positions were advertised as machinists jobs and neither was assigned to any particular work or location.

On the authority of the well-considered findings of this Division in its Awards 2212 and 2339, and numerous other precedents therein cited, the claim must be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 17th day of July, 1957.