

**Award No. 6157
Docket No. 6004
2-RDG-CM-'71**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**The Second Division consisted of the regular members and in
addition Referee John J. McGovern when award was rendered.**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 109, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)**

READING COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the controlling agreements Car Inspector Harry A. Thompson is entitled to be additionally compensated for Washington's Birthday, Saturday, February 22, 1969, at the rate of time and one-half pay for 8 hours.

EMPLOYES' STATEMENT OF FACTS: Car Inspector Harry A. Thompson, hereinafter referred to as the claimant, is employed at Pottsville Station, Pottsville, Pennsylvania, assigned work days Wednesday through Sunday, 2nd trick, rest days Monday and Tuesday. Claimant was on vacation Washington's Birthday, February 22, 1969. Vacation Relief Car Inspector A. Chekan worked claimant's position while claimant was on vacation.

For service rendered on this day Vacation Relief Car Inspector Chekan received 8 hours' straight time pay and 8 hours' time and one-half rate of pay. A total of 20 hours' straight time pay.

Under date of March 24, 1969, claimant presented claim for 8 hours' time and one-half pay which he lost by being on vacation instead of working.

This dispute has been handled with the carrier up to and including the highest officer so designated by the Reading Company, hereinafter referred to as the carrier, with the result that he has declined to adjust same.

The agreement effective January 16, 1941 and the Vacation Agreement of December 17, 1941, as they have been subsequently amended, are controlling.

POSITION OF EMPLOYES: The employees submit that the claimant is entitled to the rights and protection of the controlling agreements and par-

work on holidays, for which they would receive only the mandated two and one-half days' pay. Carrier submits that such a procedure would be both unreasonable and contrary to the intent of the vacation agreements. Therefore, the claimant should not be allowed to receive more for this day when he did not work than he would have received for working.

For the reasons advanced herein, Carrier submits that the claim should be denied. This claim has been handled by conference and correspondence on the property.

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 employes 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.

Parties to said dispute waived right of appearance at hearing thereon.

The contending parties, the issue presented for adjudication and the arguments propounded by opposing factions are identical to our Award 6156. Adhering to the principle of Stare Decisis, we, adopting the reasoning of that award, will sustain the claim consonant with the opinion as expressed, that is, for an additional 4 hours at straight time pay.

AWARD

Claim sustained in accord with opinion as expressed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 16th day of July, 1971.