

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20541  
Docket Number X-20258

Dana E. Eischen, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 46, when it failed to pay Signal Maintainer R. A. King his regular monthly salary for February and March, 1972.

(b) Carrier should compensate R. A. King his regular monthly salary for February and March, 1972, less amounts already paid for these months,

/Carrier's File: 15-46 (72-1)7

OPINION OF BOARD: Claimant R. A. King is a monthly rated Signal Maintainer who is covered by the controlling Agreement between Carrier and the Brotherhood of Railroad Signalmen, Petitioner herein. The **uncontroverted** record indicates that Claimant was ill with the flu and unable to work from February 19 to March 6, 1972. Carrier deducted from Claimant's monthly **salary compensation** for the days he was off sick after ascertaining that Claimant did not wish to have these days counted as vacation time.

Claimant contends that Carrier's action was in violation of Article 46 of the Agreement which reads in pertinent part as follows:

"Rule 46 - Rates of Pay for Monthly Positions

"An employee assigned to the maintenance of a section who does not return to home station daily and employees regularly assigned to perform road work may be paid on a monthly basis. Such employees shall be paid not less than the minimum hourly rate established for the corresponding class of employees coming under the provisions of this schedule. These employees shall be paid a monthly salary of \$678.60 which is derived at by multiplying **211-2/3** (2540 hours per year, divided by 12) by \$3.206 per hour. No overtime is to be allowed for time in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord, except that employees working on their regularly assigned **rest day** or performing work out-

"side their assigned hours not contemplated in their assignment will be paid at the time and one-half rate in accordance with Rule 16(a)."

Carrier points out that at the time this claim arose no express Agreement existed regarding sick pay for employees in Claimant's classification. Moreover, no past practice nor even a single instance of such sick time payment was shown by Claimant as a predicate of this claim. It should be noted that pursuant to the National Agreement negotiated under Section 6 of the Railway Labor Act sickness benefits are provided effective July 1, 1973 to several crafts, including Signal employees; however such benefits were not available to Claimant when this claim arose.

The instant claim is without Agreement support, either in express language or in past practice: and this Board is without authority to supply such a rule where none exists. See Awards 10893, 15533 et al. Moreover, we have previously considered the issue presented in this claim and see no reason why the rationale **in our** earlier Award is not applicable equally here. See Award 11033. In all the circumstances the claim must be denied.

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 has not been violated.

A W A R D

Claim denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD  
By Order of Third Division

ATTEST:

A. W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 13th day of December 1974.