

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24596
Docket Number SG-24718

Robert Silagi, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Illinois Central Gulf Railroad

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the Illinois Central Gulf Railroad:

Carrier file: 1315-371-211 Spl. Case No. 380 Sig.

On behalf of Signalman M. K. Moak for four hours' pay at \$12.42 per hour, for a total of \$49.68, for January 15, 1981.

OPINION OF BOARD: The issue in this case is whether claimant was not paid for 4 hours because he left work before his quitting time, or whether the failure to pay him for 4 hours not worked constituted a change in his workweek. The essential facts are as follows:

Claimant was a relief foreman in Greenwood, Mississippi. His weekly schedule was four days, ten hours per day. On Thursday, January 15, 1981, the last day of his scheduled work week, at 1:15 P.M., Supervisor Powers saw claimant in Lexington, Mississippi, driving a company truck in the direction of his home. Claimant explained that he had been instructed by another supervisor to take the truck to Jackson, Mississippi, for repairs. After his conversation with Powers, claimant continued on his way home without stopping in Jackson. Claimant's time roll for that day was credited with only 6 hours instead of the normal 10 hours.

The Brotherhood's position is that Rules 10, 11 and 35 were violated. Rule 10 defines the 40 hour work week. Rule 11 permits the division signal gang of which claimant was a member, to work a 10-hour day schedule. Rule 35 requires an investigation before an employe may be disciplined.

Since claimant was paid for only 6 hours the Brotherhood asserts that he is entitled to another 4 hours pay for that day.

The Carrier's position, however, declares that the workweek as used in the rules simply establishes standards of defined amounts of time. Carrier contends that an employe is not guaranteed that he will, in fact, work all of his scheduled hours. If an employe works less than 40 hours per week he will receive pay for the number of hours actually worked.

The facts in this case support the Carrier's assertion that claimant quit early without permission. Reduction in pay was not brought about by a change in the schedule but by act of the claimant himself. Accordingly, claimant was properly compensated for those hours actually worked. Denying an **employee** compensation for time not worked does not constitute discipline. See Third Division Award 22904 (**Scheinman**). Since **no** rule was violated 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 **Employee** 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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD.
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 15th day of December 1983,