

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

a. That the Carrier violated the terms of Clerks' Agreement No. 7 and memoranda in connection therewith when on Wednesday, October 6, 1954, it failed and refused to allow Charles Everett Money, Check Clerk, position No. A-211, Huntington, West Va., Freight Station, pay as provided for in Memorandum Agreement No. 4 supplementary to General Agreement No. 7, covering interpretation of Rule 60 of Clerks' Agreement No. 7 and more specifically Section (b), Subsection 5, and

b. That Charles Everett Money be allowed pay as provided for in Agreement as above referred to for absence from regular work Wednesday, October 6, 1954, account personal illness.

EMPLOYEES' STATEMENT OF FACTS: Claimant C. E. Money, regularly assigned Check Clerk, Position No. A-211, Huntington, West Virginia, on October 5, 1954 asked Warehouse Foreman Curry for permission to leave work early to keep an appointment at his dentist's office for emergency dental work, he having broken off a portion of a tooth. Mr. Curry replied that Agent Mr. Filkins didn't want any employe off duty for even ten minutes. Whereupon, Claimant Mr. Money, made the appointment for 8:00 A. M., October 6, 1954. (Employes' Exhibit "B") Claimant Money being unable to work on October 6, 1954, his position was filled by an extra employe.

Claim was filed by Claimant Money for pay for October 6, 1954 under the Sick Leave Rule. Conference was held on December 30 and the Railway stated as one of the facts that had been developed: "Clerk Money asked permission to be off 30 minutes to an hour early on October 5 for the purpose of going to the Dentist, however, permission was not granted." (Employes'

bounds. The evidence shows that it was Money, and not the Carrier, who moved not in keeping with the covenants of Rule 60 and its collateral memorandum agreement, and the claim should be denied in its entirety.

(Exhibits not reproduced.)

All data contained in this submission have been discussed in conference with the Employee representatives.

OPINION OF BOARD: From the evidence presented in the claim the Board finds that when the claimant was off duty the entire day of October 6, 1954 he was not off duty due to personal illness, but was off duty to keep a dental appointment that was not of an emergency nature. Section (b) of subsection 5 of rule 60 of Clerks Agreement No. 7 does not contemplate payment for sick leave, account personal illness when an employee takes time off duty to keep a dental appointment which is not of an emergency nature.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee 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

The Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June, 1960.