

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Illinois Central Railroad Company that:

Signal Testman W. L. Stevenson be compensated 8 hours at his respective pro rata rate of pay for February 20, 21, 22, 23, 25, 26, 27, and 28, 1957, as provided in Article 6, Section 72 of the Signalmen's Agreement. [Carrier's File No. 135-413-66, Case No. 36 Sig.]

EMPLOYEES' STATEMENT OF FACTS: Claimant W. L. Stevenson is the regularly assigned Signal Testman on this Carrier's northern portion of the Illinois Division, a position which he has held for many years.

In the early part of February 1957, the local surgeon advised claimant Stevenson that it would be necessary for him to enter the hospital in Chicago, Illinois, and submit to nasal surgery. The employees of this Carrier are members of the Illinois Central Hospital Department, and all employees of the Illinois Division who submit to surgery enter the Hospital Department's hospital at Chicago, Illinois.

After being advised by the Illinois Central Hospital Department's local surgeon at Champaign, Illinois, that surgery was necessary, claimant Stevenson advised the Division officials of the Illinois Division and requested that he be granted a week of his annual vacation so that he would not lose any time or pay while he was in the hospital and recuperating from the operation. The Division officials advised the claimant that he need not take a week of his vacation, as he would not lose any time or pay since he would be paid for the time he was off due to him being a monthly-rated employee and not being eligible for overtime. Also, that since he was not taking a leave of absence, or laying off of his own accord, he would be paid for the time he was off.

With the assurance that he would be paid for the time he was off, and that it was not necessary that he take a week of his vacation, claimant Stevenson entered the hospital at Chicago, Illinois, on February 20, 1957, and submitted to nasal surgery. He remained in the hospital until

The allowance made Claimant Stevenson for the second period of February, 1957, was properly computed, and he is not entitled to additional compensation. The claim is without merit and should be denied.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant Stevenson entered a hospital at Chicago, Illinois, on February 20, 1957, for nasal surgery and was released for duty on March 1, 1957. Carrier deducted from his time the days he was absent from duty. Claimant contends this was in violation of Article 6, Section 72 of the Agreement which provides in part — “. . . no time is to be deducted **unless the employee lays off of his own accord**”. Claimant offered no evidence to support his claim, he failed to prove that he **did not** “lay off of his own accord”. (Emphasis ours.)

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 there has been no violation of 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 January 1963.