



Award No. 18573

Docket No. TD-19001

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**William M. Edgett, Referee**

**PARTIES TO DISPUTE:**

**AMERICAN TRAIN DISPATCHERS ASSOCIATION**

**SEABOARD COAST LINE RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the American Train Dispatchers Association that:

(a) The Seaboard Coast Line Railroad Company (hereinafter referred to as "the Carrier") violated the effective Schedule Agreement between the parties, Article XI and Article XII (Addendum No. 3, Article III) thereof in particular, when on March 10, 11, 12, 13 and 14, 1969, it refused to allow Train Dispatcher R. J. Green in its Tampa, Florida train dispatchers' office (hereinafter referred to as "the Claimant") sick leave compensation and in lieu thereof allowed vacation compensation.

(b) Because of said violation the Carrier shall now be required to correct its payroll records to indicate compensation allowed on March 10, 11, 12, 13 and 14, 1969, as sick leave compensation instead of compensation for vacation and to further correct said payroll records to show vacation not taken and compensated for on the herein referred to dates.

**EMPLOYEES' STATEMENT OF FACTS:** There is an Agreement between the parties. Said Agreement is by this reference made a part hereof as though fully set out herein. For ready reference Article XI is quoted in full, and that part of Article XII (Addendum No. 3, Article III) pertinent hereto is quoted:

**"ARTICLE XI  
SICK LEAVE AND SUPPLEMENTAL SICKNESS BENEFITS**

(a) Regularly assigned train dispatchers will be allowed, during each calendar year, sick leave pay; and supplemental sickness benefits (within the meaning of Section I(j) of the Railroad Unemployment Insurance Act) for each work day when sick in such amounts as, when added to the benefits payable with respect to days of sickness under the Railroad Unemployment Insurance Act, will produce total combined benefits in accordance with the following schedule:

(1) For train dispatchers with one (1) through nine (9) years' service as train dispatcher, ten (10) days at full daily rate of pay; ten (10) days at full daily rate reduced by the

'(1) For train dispatchers with one (1) through nine (9) years' service as train dispatcher, ten (10) days at full daily rate of pay; ten (10) days at full daily rate reduced by the amount of benefits payable under the Railroad Unemployment Insurance Act, and ten (10) days at one-half daily rate to supplement the benefits payable under the Railroad Unemployment Insurance Act.

(2) For train dispatchers having ten (10) through nineteen (19) years' service as train dispatcher the respective number of days for which sick leave and supplemental sickness benefits are payable will be increased to twenty (20), and

(3) For train dispatchers having twenty (20) or more years' service as train dispatcher the respective number of days for which sick leave and supplemental sickness benefit are payable will be increased to thirty (30).'

(b) Sick leave allowance and supplemental sickness benefits shall not be carried over from one calendar year to another.

(c) The Company may demand satisfactory evidence of sickness."

Mr. R. J. Green, of Tampa, Florida, seniority date of November 13, 1952, as train dispatcher, finished his work week approximately 4:00 P. M., Friday, March 7, 1969. His rest days are Saturday and Sunday and he was scheduled to go on his vacation in accordance with his request for a period of one week, beginning Monday, March 10, 1969.

After Mr. Green arrived at his home following his Friday work day on March 7, 1969, he sustained an accident which resulted in his foot being broken and being placed in a cast. Telephone request was made on Saturday morning March 8, 1969 that Mr. Green be shown off duty and on paid sick leave rather than on vacation for the succeeding week and his request was declined.

There was no deletion of sick leave pay and certainly no postponement of scheduled vacation in this situation inasmuch as Mr. Green was granted time off for vacation in accordance with his expressed preference.

Claim was presented that Mr. Green be allowed 5 days sick leave pay in lieu of the compensation of his assignment while he was afforded his vacation.

Although the complete agreement is on file with this Board, Article XI has been quoted above for the convenience of the Third Division.

Claim was progressed up to and including Carrier's highest designated officer who declined the claim after holding conference with the General Chairman. Pertinent correspondence concerning this claim is attached hereto as Carrier's Exhibits "A" through "G."

(Exhibits not reproduced.)

**OPINION OF BOARD:** The claim herein involves the same parties, the same rules and similar contentions as were involved in Award 18572. For the reasons set forth in that Award the claim herein will 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 was not violated.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of THIRD DIVISION

**ATTEST: E. A. Killeen**  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1971.