

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19597
Docket Number CL-19654

Irwin M. Lieberman, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE: (

(St. Louis - San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7070)
that:

(1) Carrier violated the Agreements between the parties when it arbitrarily and without cause deducted one day's pay from the earnings of Diesel Clerk Van H. Elting in his first half August, 1970 paycheck in violation of the Sick Leave Agreement and the basic rules Agreement.

(2) Carrier shall be required to reimburse Mr. Elting the amount illegally deducted, \$27.1787, covering one day's sick pay on January 31, 1970.

OPINION OF BOARD: Claimant's regular assignment is that of Diesel Clerk with a work week of Monday through Friday, with rest days of Saturday and Sunday. Prior to July 29, 1968 Claimant's Saturday rest day was incorporated into a relief assignment; on that date Claimant was instructed to work Saturdays until further advised. He continued to work Saturdays regularly until July 3, 1970, some five months after the Saturday for which he claimed sick pay: January 31, 1970.

The record in this case is replete with allusions to other dockets pending or decided by this Division involving the same Claimant, which allegedly have a bearing on this matter. We find that the peripheral issues raised by both parties are not relevant to the central issue which is: should Claimant be allowed sick pay for Saturday, January 31, 1970?

Note 2 of the Sick Leave Agreement between the parties dated December 1, 1969 provides:

"Where employees are regularly required to work their eight hours assignments on their rest days and/or holidays, when they are absent due to sickness on such days, the designated holidays and assigned rest days will be considered as working days for the purpose of applying this Agreement; however, the absent employee will be allowed only straight time for the time lost on such days."

The language of Note 2 is clear and unambiguous; a literal reading of this note would clearly establish that Claimant is entitled to sick leave payment for Saturday, January 31, 1970, since he was regularly assigned to work his "eight hour assignment" on that date.

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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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. H. Killian
Executive Secretary

Dated at Chicago, Illinois, this 14th day of February 1973.