

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20642
Docket Number SG-20315

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago, Rock Island and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

(a) Carrier violated the Signalmen's Agreement, particularly Rule 62, when it deducted from monthly rated CTC Maintainer A. B. Richards' earnings for the month of January, 1972, the total amount of \$439.80.

(b) Carrier should now pay Mr. A. B. Richards the amount deducted or \$439.80.

/General Chairman's File: AV-H-121; Carrier's File: L-130-495/

OPINION OF BOARD: Claimant A. B. Richards is a monthly rated CTC Maintainer employed by Carrier at Joliet, Illinois. Mr. Richards was absent from his job due to illness from January 10 - 15 and January 24 - 31, 1972. Claimant was under doctor's care during these periods and there is no dispute concerning the bona fides of his illness; but he did not report his illness and his absence to his immediate supervisors.

As a result of these absences, Carrier deducted some \$439.80 from Claimants pay for January 1972. On March 27, 1972 the instant claim was initiated alleging a violation of Rule 62 of the Signalmen's Agreement which reads in pertinent part as follows:

* * *

"...No time is to be deducted unless the employee lays off on his own accord..."

Petitioner and Claimant contend essentially that unavoidable illness and absence caused thereby does not constitute "laying off of his own accord." Moreover, Petitioner argues that elemental equity demands that Claimant and employees similarly situated should not lose monthly pay for being sick. Carrier, on the other hand, urges that the clear language of Rule 62 is controlling and that, albeit harsh in some cases, no contractual obligation existed for sick pay at the time this claim arose.

Upon careful review of the record and precedent awards, we find that this case is virtually identical with that decided in our denial Award No. 11033 (Referee Hall). For the reasons stated therein and for the additional reason that this Board is not empowered to expand by interpretation contract language which the parties have clearly and expressly drawn, the claim must be denied. See Awards 8676, et al. In this latter connection, it is worth noting that the parties, subsequent to the claim dates here involved, established by mutual agreement a Supplemental Sickness Benefit Plan effective July 1, 1973.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois this 21st day of March 1975.