

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20731
Docket Number SG-20496

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the General Committee of the Railroad Signalmen on the Long Island Rail Road:

On behalf of A. Scanziani for payment of sick leave pay for July 14, 1972.

OPINION OF BOARD: Claimant was scheduled to start vacation on Monday, July 17, 1972. On Friday, July 14, Claimant was out due to illness. Claimant filed for sick leave pay for Friday the 14th. Carrier has refused to pay Claimant based on its interpretation of Section 7 of the Sick Leave Agreement.

"SECTION 7 - Should an employee's scheduled vacation commence after a leave of absence for illness, the vacation shall be cancelled and rescheduled at a later date in accordance with the requirements of the service. Should an employee who is on vacation become ill, he must continue on his vacation and will not be entitled to any sick leave allowance during such vacation period. No sick leave allowance will be granted on the employee's relief days but will be granted on the recognized holidays if an employee is off due to illness on such days. The sick leave allowance granted to the employees on a recognized holiday will be in lieu of compensation for the recognized holiday. No charge will be made against the employee's sick leave for absence due to illness on the applicable holidays."

The Carrier contends that inasmuch as Claimant elected to take his vacation following his absence for illness he is estopped for claiming sick leave pay.

We cannot agree with the Carrier. There is nothing in the Agreement which gives the Carrier alternative remedies. It has the right to cancel and reschedule the vacation. The refraining from the exercise of that right does not give rise to the right to withhold sick leave pay otherwise rightfully due under the Agreement.

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:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 30th day of May 1975.