

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: (System Federation No. 7, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(
(Soo Line Railroad Company

Dispute: Claim of Employees:

1. That the Soo Line Railway Company violated the current agreement, particularly Rule 27, 32 and Memorandum of Agreement found on pages 58, 59 and 60 of said agreement, when it unjustly held Carman John Jerke out of service from May 29 thru September 9, 1974 pending a medical evaluation of his fitness and refused to compensate him for lost time.
2. That, accordingly, the Soo Line Railway Company be ordered to compensate Carman John Jerke eight (8) hours pro rata pay, for each such day he was unjustly withheld from service on May 29, thru September 9, 1974, reimbursed for expenses incurred when requested to take examination in Minneapolis, Minnesota rather than home terminal of Fond du Lac, Wisconsin and all benefits due him under the group hospital and life insurance policies for the above mentioned period; and all railroad retirement benefits due him including unemployment and sickness benefits for the above described period; and all vacation and holiday benefits due him under the current vacation and holiday agreements for the above described period; and all other benefits that would normally accrue to him had he been working in the above described period in order to make him whole.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The question to be resolved in this dispute is whether Claimant invoked the provisions of Article 4 of the agreement within the required ten days after being notified by Carrier that he was disqualified for work.

On the basis of the evidence of record, the Board finds that Claimant timely invoked the provisions of Article 4 and should be paid, as provided by Article 4, "for any time lost between the date he was held out of service account of alleged disqualification and date of final report by the medical examiners ..."

Other than the compensation "for time lost," Claimant is not entitled to any of the other "benefits" or "expenses" claimed. There is no provision for such and none will be allowed.


A W A R D

Claim disposed of per findings herein.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By



Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of November, 1977.

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Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The question to be resolved in this dispute is whether Claimant invoked the provisions of Article 4 of the agreement within the required ten days after being notified by Carrier that he was disqualified for work.

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