

The Second Division consisted of the regular members and in addition Referee James F. Scarce when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Southern Pacific Transportation Company

Dispute: Claim of Employees:

1. That the Southern Pacific Company (Texas and Louisiana Lines) unjustly withheld Electrician W. W. Lane from service on June 4, 1979.
2. That accordingly the Southern Pacific Company (Texas and Louisiana Lines) be ordered to compensate Electrician W. W. Lane in the amount of eight (8) hours pay for June 4, 1979, at the pro-rata rate which was one of his regular assigned work days.

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 dispute in this case centers around the Carrier's reaction to a doctor's statement presented by the Claimant upon his return to duty. The Claimant had earlier indicated the need to see a doctor which would cause his absence on June 1, 1979; he was advised of the need to submit proof of release to return to duty. On June 4 he did so; the doctor's statement advised that:

"Mr. Wayne Lane is under my dermatological care. He has 'Contact Dermatitis', secondary to the primary irritants being oil and harsh solvents at work. My recommendations for his relief include the use of cotton gloves under special rubber gloves if he must continue to work under these circumstances."

Instead of permitting the Claimant to go to work, his foreman advised of the need for hi to see the Plant Manager the following day and he was thereafter sent home; the following day he was allowed to return to duty. According to the Carrier, the delay was necessary to permit the Chief Medical Officer to determine if the restrictions set out in the Claimant's attending physician's statements were compatible with his work environment. The Organization takes the position that the Claimant met his obligation by presenting the release on June 4 and, as such, the

refusal by the Carrier to permit him to work on that date was in error, and is properly compensable as a result. The Carrier asserts the doctor's statement was not a full release to duty and, as such, was properly referred to its own medical officer for review.

We find no error on the Carrier's part. The Claimant's doctor qualified his return to duty on "the use of cotton gloves under special rubber gloves..." It is beyond the scope of understanding of a practicing physician to know the conditions under which employees in various jobs must work; that is the unique province of industrial medical officers. For example, it might have been beyond the Claimant's practical ability to perform the necessary elements of his job with the protective items recommended by his physician; that was the Medical Officer's decision to make and it may well have been in the Claimant's own interest and safety to delay a return to duty, pending such review. We consider the Carrier's delay in returning the Claimant a prudent decision within its authority and not violative of applicable provisions of the Agreement.

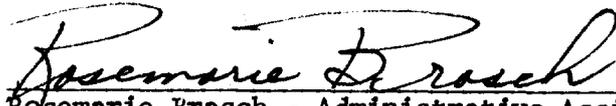
A W A R D

Claim is denied.

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 28th day of October, 1981.