

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

(Brotherhood Railway Carmen/Division of TCU
PARTIES TO DISPUTE: (
(Pacific Fruit Express Company

STATEMENT OF CLAIM:

1. That the Pacific Fruit Express Company violated the controlling agreement, particularly Rules 19, 20, 21 and 37, when Carman A. A. Vega was recalled to service on December 11, 1986, but was not permitted to begin work until January 19, 1987.

2. That accordingly, the Pacific Fruit Express Company be ordered to compensate Carman Vega for all work days lost beginning on the date of December 11, 1986 to January 19, 1987, Tucson, Arizona.

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 employes 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.

Claimant, a Carmen Welder, was furloughed by Carrier on July 29, 1985. On December 11, 1986 he was mailed a recall notice. Claimant responded on December 18, 1986. Inasmuch as he had been furloughed for over twelve months he was required to undergo an extensive medical examination before being allowed to return to service. Upon completion of the examination, by Industrial Health Services at Claimant's work location, Tucson, Arizona, his Medical Form (CS-2946-A) was sent to Carrier's Chief Medical Officer in Roseville, California, for review and approval. Upon receipt there, it was noted that Claimant had not signed the form. It was returned to Claimant for his signature. On January 12, 1987, Claimant signed the form and returned it to Carrier. It was received by the Chief Medical Officer on January 16, 1987. That same day Claimant was advised, by phone, that he was medically approved for return to service, which he did on January 19, 1987.

We are asked to award compensation to Claimant on an allegation that Carrier improperly delayed his return. From the facts of record it is clear that any delay in Claimant's return was caused by his failure to sign the medical form he completed at the time of his examination. The signature part of the medical form contains certain standard release language, which is not unusual in such situations. Requiring that an individual's signature be affixed on his medical examination form before authorizing a return to duty is not, in and of itself, an inordinate requirement, nor would it be inappropriate conduct on the part of Carrier officials.

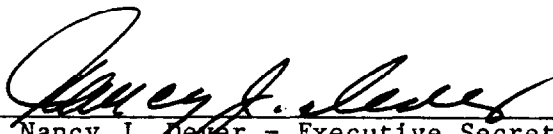
It is clear that any delay which may have occurred in returning Claimant to duty was the result of his failure to sign his medical form and was not caused by dilatory action on the part of Carrier. The Claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 7th day of March 1990.