



Award No. 18317  
Docket No. CL-18541

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

John B. Criswell, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES**

**SEABOARD COAST LINE RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6704) that:

The Carrier violated rules of the Agreement when at Tampa, Florida, on December 5, 1968, and Savannah, Georgia, on October 28 and December 30, 1968 they would not allow employees to return to service.

(1) Clerk, Mrs. M. O. Mays, PBX Operator at Tampa, Florida, be paid a day's pay for December 5, 6 and 9, 1968.

(2) Clerk, Mrs. D. L. Smith, Steno-Clerk at Savannah, Georgia, be paid a day's pay for October 28, 29 and 30, 1968.

(3) Clerk G. A. Simpson, Jr., Utility Clerk at Savannah, Georgia, be paid a day's pay for December 30, 31, 1968, January 1 and 2, 1969.

**OPINION OF BOARD:** This claim concerns three separate employees; each requests pay for from three to four days, alleging they were improperly held out of service following illness or hospitalization.

(1) Claimant Mays was hospitalized for a whiplash injury sustained in an off-duty traffic accident on November 3, 1968. She requested to be returned to service beginning December 5, but was sent to Tampa, Florida, for further examination and returned to active duty on December 10.

(2) Claimant Smith entered the hospital for an operation on October 7, 1968. She asked to return to work on October 28, but was advised a medical report from her attending physician must be furnished. She assumed her duties on October 31 — one day after the report was received.

(3) Claimant Simpson underwent surgery on November 21, 1968. He advised Carrier he would return to work on December 30, but was told a report from his physician would be necessary. This report was supplied on January 2, 1969 and he returned to service of the Carrier on January 3, 1969.

There is no rule in the Agreement between these parties concerning physical examinations. In such instances this Board has held that the requirements of physical examinations, or reports as in Paragraphs 2 and 3 of Claim, are within the discretion of the Carrier. (Awards 14127, 14866)

In order to prevail, we believe the Organization would have had to show that the Carrier was arbitrary, capricious or discriminatory. (Award 13984-Williams.) The facts in these instances do not support such a charge.

**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.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1970.