

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22778
Docket Number CL-22664

George S. Roukis, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight ~~Handlers~~,
(**Express** and Station **Employees**
(
(Norfolk and Western Railway Company

STATEMENT OF CLAIM: Claim of ~~the~~ System Committee of the Brotherhood (GL-8628)
that:

Claim No. 1

1. Carrier violated the Agreement **between the** parties when on Wednesday, January 5, 1977, it did not allow Key Punch Operator **P. P. Gray** sick leave allowance as provided in Role 57 of the current Clerks' **Agreement** that she had qualified for and had coming to her.

2. **As** a result of its' violative action, Carrier shall now be required to compensate Key Punch operator **P. P. Gray** for eight (8) **hours** pay based on the rate of **\$1,180.87** per **month**.

Claim No. 2

1. Carrier violated the Agreement between the parties when on Monday, January 10, 1977, and Tuesday, January **11**, 1977, it did not allow **Experienced** Station Accountant Clerk **F. G. Erdmann** sick leave allowance when he was off sick and **unable** to work.

2. As a result of its' violative action, Carrier shall now be required **to** compensate Clerk **Erdmann** for sixteen (16) hours pay based **on** the rate **of \$1,228.40** per month.

OPINION OF BOARD: The employe organization has joined two separate, albeit virtually identical claims **on** behalf of Claimants **in** this dispute.

Specifically it contends **that** Carrier violated Agreement **Rule** 57 when it denied them sick pay on the days that they were properly off. In one case, Claimant P. P. Gray was off on January 5, 1977, while in the other case, Claimant F. G. **Erdmann** was off on January 10 and 11, 1977. The organization relies upon paragraphs (a) and (b) of this **Rule** to support its position.

Carrier, on the other hand, argues that paragraph (c) of **Rule 57** is applicable to this dispute since it requires that the employing officer must be satisfied that the absences are due to bona fide sickness. **In** both cases, it asserts, the absences occurred on **snow** days and **were** not followed up **with** appropriate medical verification, except a note from the respective spouses, about fifteen (15) months later attesting to their illness.

Paragraph C reads:

"The employing officer **must** be satisfied that the sickness is bona fide. Satisfactory evidence as to sickness **may** be required in case of doubt."

In our review of the case, we agree with Carrier that Claimants were **under** a greater obligation to adduce more persuasive proof regarding their claimed illness. A physician's note would **have** sufficed within the meaning and intent of paragraph (c) to comply with this requirement once the **employing** officer questioned the absence. Careful reading of this provision reveals that the Carrier official **must** be satisfied **that** the illness is bona fide and might require in cases of reasonable doubt, **evidentiary** verification. The notes submitted by the Claimants' spouses in March 1978 were far too late and self serving and would hardly qualify as compelling probative evidence pursuant to this requirement. Claimants had a timely opportunity to demonstrate that they were sick, but did not do so to **their** detriment.

Based **upon the** record, we are constrained to deny the claims, but **must** point out consistent with our appellate authority, that we don't think the rules permit Carrier to issue a blanket interpretation to the effect that if it snows you can't receive sick pay if you do not show up for work. The claims are denied.

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

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That the ~~Agreement~~ was not violated.

A W A R D

~~Claim~~ denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: 
Executive Secretary

~~Dated~~ at Chicago, Illinois, this 14th day of March 1980.

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