

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19904
Docket Number CL-20021

Irving T. Bergman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7211) that:

(1) Carrier violated the Clerks' current Agreement when it arbitrarily terminated seniority of T. M. Glover, Jr., Pine Bluff, Arkansas on September 30, 1971.

(2) That Carrier now be required to reinstate Mr. T. M. Glover, Jr. to the service of the Carrier with all rights, including, seniority, vacation, sick leave, Health and Welfare rights, unimpaired, and be reimbursed for all hospital, medical and surgical expense incurred from September 30, 1971. Also, be paid for all wage loss suffered from September 30, 1971.

OPINION OF BOARD: The claim is the same as that set forth in AWARD 19806 of this Division, and in Award 19905.

The positions and arguments of the parties are the same. The same Rules are relied upon by this Petitioner and the same responses have been made by the Carrier as were discussed in the prior cases referred to above. The same Memorandum of Agreement dated January 13, 1969, between the Organization and the Carrier is controlling in this case as in the two prior cases.

The petitioner's statement of the facts in this case concedes that he was an out patient for approximately sixteen months after leaving the hospital. He did not advise the carrier at any time during this period that he was unable to work and he did not furnish medical proof of this during the sixteen months. The Memorandum of Agreement requires a report within ten days following each consecutive ninety day period of absence. The belated report of his doctor does not provide the information required to excuse the petitioner's failure to comply with the Agreement.

The discussion and reasoning in each of the decisions reached by this Division in the two prior cases cited above are applicable in this case as though fully set forth herein at length. It is not necessary to repeat the Board's Opinion herein.

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 Employes involved in this dispute are respectively Carrier and Employes 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 the Carrier did not violate the Agreement.

A W A R D

Claim Denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 7th day of September 1973.

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The petitioner's statement of the facts in this case concedes that he was an out patient for approximately sixteen months after leaving the hospital. He did not advise the carrier at any time during this period that he was unable to work and he did not furnish medical proof of this during the sixteen months. The Memorandum of Agreement requires a report within ten days following each consecutive ninety day period of absence. The belated report of his doctor does not provide the information required to excuse the petitioner's failure to comply with the Agreement.

The discussion and reasoning in each of the decisions reached by this Division in the two prior cases cited above are applicable in this case as though fully set forth herein at length. It is not necessary to repeat the Board's Opinion herein.

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 the Carrier did not violate the Agreement.

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Claim Denied.

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A. W. Paulson
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