

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21590
Docket Number CL-21525

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(The Atchison, Topeka and Santa Fe
(Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8030) that:

(a) Carrier violated the provisions of the current Clerks' Agreement at Amarillo, Texas, when it arbitrarily withheld Mr. L. D. High from his regular assignment as Cash Application Clerk at Amarillo, Texas, and

(b) Mr. L. D. High shall now be paid at the regular rate of his Cash Application Clerk Position No. 6117, plus all overtime worked on Cash Application Clerk Position No. 6117, for each workday, Monday through Friday, of each work week, from July 1, 1974 through and including July 24, 1974.

(c) In addition to the money amounts claimed herein, the Carrier shall pay an additional amount of ten percent interest per annum, compounded annually on the anniversary date of claim.

OPINION OF BOARD: The Claimant asserts that he should have been permitted to return to work on July 1, 1974, in accordance with the recommendation of his personal physician; rather than be required to wait until July 24, 1974.

The Employees assert that Carrier has presented to this Board "new" evidence, which was not considered on the property, when it appended Exhibits "D through H" to its Submission.

Exhibit C is an Authorization for Release of Medical Information executed by the Claimant. The questioned documents flow from that authorization. The Carrier argues, and the Board is inclined to agree, that the record read in its entirety clearly shows that the contents of the documents were known to the Organization while the matter was under review on the property. Thus, they are properly before us for our consideration.

Much has been written concerning the topic of withholding employees for medical reasons. This Board has resisted any attempt to establish a specific arbitrary number of days to be applied to all cases;

but rather, has preferred to view each case upon its own individual merits in an effort to ascertain if the Carrier's actions have been reasonable.

In this case, the Carrier received a letter from one doctor recommending a 60-day leave of absence because of a "history of hypertension." A week later, another doctor "released" Claimant for return to service, effective July 1, 1974. Claimant's medical history suggested that psychiatric evaluation was appropriate, and that report was received on July 23. In any event, Carrier did not receive a report which it had requested (prior to the claim date of July 1, 1974) from one of Claimant's doctors until July 24, 1974. He was notified to return to work on the next day.

We are unable to find a showing that Carrier acted in an arbitrary or unreasonable manner.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

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 17th day of June 1977.