

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25438
Docket Number CL-24667

Josef P. Sirefman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employes
(
(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9601) that:

(a) Carrier violated Rules 12, 31, 35 and others of the Clerks' Agreement when they failed to compensate Clerk Isaac Favor at the punitive rate for service performed on January 15, 1977

(b) Carrier shall now be required to compensate Clerk Favor the difference between straight time rate and punitive rate for service performed on position of Lift Truck Operator on January 15, 1977.

(Carrier's File CG-12114)

OPINION OF BOARD: Claimant Isaac Favor worked on January 10th through 13th, 1977. He was out sick on the 14th, and came to work on January 15th. At the time, because of prior absences, he was required to furnish the Carrier with satisfactory medical documentation upon returning to work. He did not do so on January 15th, and was logged as having worked only 32 hours for that workweek. Therefore, he was paid at straight time for eight hours on January 15th. Some 13 days later he supplied medical documentation, and was subsequently paid for eight hours on January 14th. The Organization contends that as Claimant was paid for 40 hours through January 14th he was entitled to time and a half for the eight hours worked on January 15th. This Board does not find the contention persuasive. Claimant was under a duty to furnish acceptable documentation for his absence upon his return to work. Had he done so he would have been carried as non-available for further work in accordance with the Agreement, and would not have been assigned for the 15th. Therefore, as of January 15th Claimant had only worked 32 hours that week and the straight time pay for January 15th was appropriate.

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

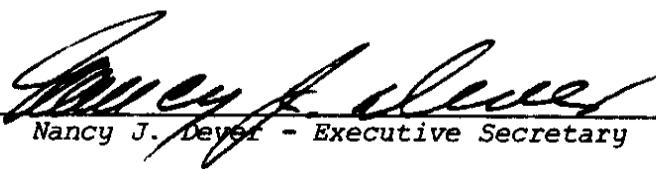
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1985.