

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

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

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood  
(GL-10076) that:

1. Carrier violated the Clerks' Rules Agreement when it required Clerk J. P. Hanna to secure doctor's certificate for date of October 21, 1984.
2. Carrier's action is in violation of Rule 51 of the Agreement between the parties.
3. Carrier shall now be required to compensate Claimant J. P. Hanna eight (8) hours pay at the pro rata rate of \$109.37, representing sick pay for October 21, 1984."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant herein called in and laid off sick at 4:53 a.m., October 21, 1984, for a call he had accepted which would have commenced at 7 a.m. He was advised that a doctor's note would be required to substantiate any payment of sick pay benefits. When the Claimant failed to provide such a note, he was denied sick pay benefits, and this claim resulted.

The Organization argues that the demand for a doctor's note was improper, since the Organization believes that it was required because of a blanket order by the Operations Supervisor as to medical certification. This order, or one closely paralleling it, is reviewed in Third Division Award 26823, which is incorporated here by reference.

Although the Board did not support the Carrier's action in issuing this all-inclusive restriction on sickness absence, such is not applicable to the circumstances here.

Rule 51(c) reads as follows:

"(c) The employing officer must be satisfied that the sickness is bona fide. Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required in case of doubt. If the employing officer requires such certificate, the employee shall be notified promptly of this requirement."

The record shows that the Claimant had reported off sick on two previous occasions in July, 1984 -- only three months prior to the instance here under review -- and that he had failed to bring in requested substantiation as to alleged illness for these absences. Based on this, there is adequate reason to find that the Carrier would have "doubt" as to the authenticity of the Claimant's illness report on October 21, 1984.

The Claimant was not flatly denied sick pay benefits for October 21, 1984; he was simply asked for verification. When he failed to provide such, Rule 51(c) offers the basis for denial of benefits.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:   
Nancy J. Dyer - Executive Secretary

Dated at Chicago, Illinois, this 25th day of February 1988.