

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union  
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood  
(GL-10228) that:

(a) Carrier violated the rules of the current Clerks' Agreement at Los Angeles, California, on December 8, 1986 when it wrongfully removed Ms. S. Sanders from the service of the Carrier, and

(b) Claimant S. Sanders shall now be reinstated into the service of the Carrier, with all past rights restored on the basis they were prior to her dismissal from the service of the Carrier on December 8, 1986, and with pay for all time lost from December 8, 1986, forward."

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 was employed as a word processing operator by the Carrier at its Los Angeles, California, facility. Claimant was on a medical leave of absence that was due to expire on November 15, 1986. In November, Carrier requested that Claimant have her personal physician forward copies of her medical records to Carrier's Chief Medical Officer for review. Carrier subsequently notified Claimant that she was to report for work on December 8, 1986. Claimant did not report for work on that date. On December 16, 1986, Carrier notified Claimant that she had forfeited her seniority by failing to report for duty after her leave of absence. The Organization thereafter filed a Claim on Claimant's behalf, challenging her dismissal from service.

This Board has reviewed the record in this case, and we find that the Carrier refused to extend its leave of absence beyond November 15, 1986. The refusal was based on a review of the Claimant's medical records and a statement by her doctor given to the Carrier's doctor. The Carrier informed the

Claimant that she must report for duty on December 8, 1986. The Claimant did not report for duty at the required time, and her seniority was terminated pursuant to Rule 21(c) after the expiration of the required period.

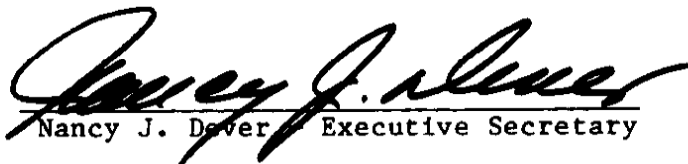
This Board has ruled on several occasions in the past that Rule 21(c) is self-executing and does not constitute discipline. (Third Division Awards 22327, 25837, 24413, and 24681.)

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 4th day of May 1989.