

PUBLIC LAW BOARD NO. 3308

Award No. 12  
Case No. 12

**PARTIES** Brotherhood of Maintenance of way employees  
**TO**  
**DISPUTE** The Atchison, Topeka and Santa Fe Railway Company

**STATEMENT**  
**OF CLAIM**

"Claim for reinstatement of former System Rail Laying Gang (Group 11, Class 1) employee Deswood S. Begay for reinstatement with seniority, vacation, all benefit rights and pay for wage loss and/or otherwise made whole, account the claimant's name being improperly removed from the seniority roster for failure to respond to recall."

**FINDINGS** Upon the whole record, the board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

On June 8, 1981, the following letter was addressed to the Claimant:

"In accordance with Article 2, Section (c), you are being recalled to service at Coal City, Illinois on the Illinois Division effective June 29, 1981. Please report to Gallup, New Mexico on June 27, 1981 at 11:30 A.M., for departure to Coal City, Illinois.

Failure to report as indicated above will result in loss of seniority. Please acknowledge this letter when copy is received by contacting the Employment Office at (505) 263-5061 immediately."

By Certified Mail #1478014, Return Receipt Requested dated August 17, 1981, Claimant was advised that:

"As a result of your failure to report

within fifteen (15) days after recall for assignment at Coal City, Illinois, in accordance with Rule 2, Section (c), you are being dropped from the Group 11, Class 1, System Steel Gang seniority roster with forfeiture of seniority rights."

The Organization contends that Claimant did not report for service due to illness and further, Carrier failed to grant him a leave of absence under the provisions of Rule 22.

A careful review of the record reveals that on June 23, 1981, Claimant's daughter called the Carrier's office at Gallup, New Mexico, and advised that her father was ill. At that time she was advised that it was the Carrier's policy and practice to require a doctor's statement from employees claiming any type of illness. She was, therefore, instructed to furnish the Carrier with such a statement. Neither the Claimant nor any member of his family made further contact with the Carrier. The record further reveals that at no time did the Claimant or any member of his family make a request for a leave of absence under the provisions of Rule 22.

We have reviewed this record in detail and find no probative evidence to show that Claimant complied with the mandatory provisions of Article 2, Section (c). It is the conclusion of this Board that Carrier did not violate the Agreement.

AWARD Claim denied.

Clarence H. Herrington  
Clarence H. Herrington  
Neutral Member

W. J. Carmon  
Carrier Member

L. E. Fleming  
Organization Member

Dated at Chicago, Illinois  
March 1, 1983