

SR. VICE PRESIDENT

NOV 24 1957

COPIES 1, 2, 3

PUBLIC LAW BOARD NO. 5396

Parties
to the
Dispute

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYES

vs.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY
(Western Lines)

PLB Case No. 32

NMB Case No. 32

STATEMENT OF CLAIM

- (1) Carrier violated the Agreement when Claimant M.F. Villanueva was not reimbursed for medical expenses over the cost of his Commercial Drivers License physical examination.
- (2) That Mr. M.F. Villanueva be reimbursed for all out-of-pocket expenses incurred, including mileage to and from the Medical Center, compensated and/or credited for the seven (7) days vacation he was required to observe.

FINDINGS

In order to renew his commercial driver's license Claimant M.F. Villanueva was required to undergo a physical examination. The Medical Department concluded that his test had revealed a personal medical problem that required additional attention by

his own physician. Claimant had to utilize seven vacation days while the matter was being resolved. He now seeks credit or compensation for those days, as well as for his additional medical expenses. (It is undisputed that Carrier paid for the initial medical examination.)

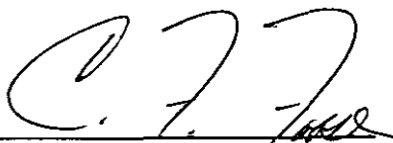
It is Carrier's position, as set forth in a letter at the time, that


If an employee is found to have a medical problem at the time of his physical, the Company doctor who reviews the physical advises him so that he can seek appropriate treatment. The cost of the treatment, however, is the employee's responsibility and the bills may be referred to his personal insurance company.

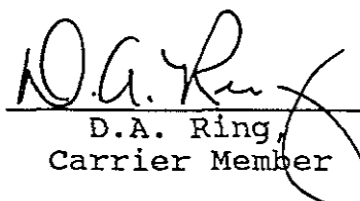
This policy appears to be reasonable and was conveyed clearly at the time. This Board has no basis for setting aside Carrier's decision.

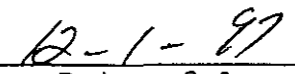
AWARD

Claim denied.


C.F. Foosé,
Employee Member


C.H. Gold,
Neutral Chairman


D.A. Ring,
Carrier Member


Date of Approval