

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: ( International Association of Machinists  
( and Aerospace Workers  
(  
( Burlington Northern Inc.

Dispute: Claim of Employees:

1. The Carrier violated Rules 11, 13(b), 27(a), 50, and 51 of the Shop Crafts' Agreement which became effective April 1, 1970 when it established a position of traveling mechanic on the C&S Railway on June 1, 1973 with headquarters at Denver, Colorado, assigned the occupant of that position to perform the work of repairing roadway equipment, and assigned such position to an employee outside the scope of the said agreement effective April 1, 1970.
2. Fred Derrera, Machinist, Denver, be paid at the Machinists' rate calculated in accordance with Rule 11 of the said agreement effective April 1, 1970 in addition to his regular earnings commencing with June 1, 1973.

Statement:

The above question was submitted to the Second Division of the National Railroad Adjustment Board by the above referred to organization in ex parte form, hearing thereon was waived, and the Division is now in receipt of a request from the employees that the case be withdrawn.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of May, 1976.

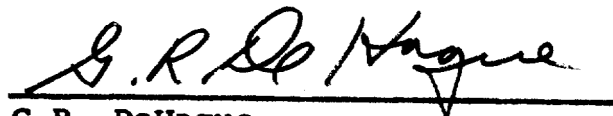
the Company for the first time before the Board raising an issue as to his previous absences. An attempt is made to support this ruling by quoting out of the hearing transcript in pertinent part.

"xxx prior to January 30, you have had a long list of absent days and partial days worked xxx."

After this blanket, shotgun, unspecified allegation, the company never again raised the issue on the property or by even listing one specific day that he was absent. Then before the Board they again blanketly charged him with so many unspecified, undated, and completely undescribed absences. Such shenanigans have been rejected by all previous neutrals as a plethora of Awards would portray.

Not one single, solitary day, of this alledged absenteeism was even charged as being unauthorized by the Company. As stated hereinbefore the instant charge of being unauthorized is so preposterous as to defy imagination, common sense, or judgement. Still the majority compounds these errors by further listing precedents holding that unauthorized absences from assigned duty warrants discipline.

This instant Award is fraught with errors causing this vigorous dissent.

  
G.R. DeHague  
Labor Member