

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: (System Federation No. 109, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That under the controlling Agreement, Car Cleaner Richard Sawyer was arbitrarily and unjustly dismissed from service on March 12, 1976.
2. That accordingly, the Carrier be ordered to return Car Cleaner R. Sawyer to service with pay for all time lost beginning March 13, 1976.
3. Further, that the Carrier be ordered to restore Car Cleaner R. Sawyer's seniority, vacation and sickness benefits; and that the Carrier be required to pay any and all bills that have developed for Hospital, Medical, Surgical and Doctor bills as a result of losing coverage under Health and Welfare Plans when improperly taken out of service. In addition, if this Carrier is granted the right to deduct any earnings in outside employment, they be required to make full payments to the Railroad Retirement Board for this period so that Mr. Sawyer will continue his retirement credits and his unemployment and sickness benefits under this Act.

Findings:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 a car cleaner at the Carrier's Harrison Yard facility in New Jersey, with approximately 18 months service at the time of dismissal. During the period from January 2, 1976, to February 12, 1976, claimant was

absent from work, late or left work early on eleven separate occasions. He claimed illness of his own or that of his family, but did not produce adequate proof, and in some cases no proof, of these claimed incidents. The Carrier contends violation of Rule 33 - Absence from Work:

"In case an employe is unavoidably kept from work he will not be discriminated against. An employe detained from work on account of sickness, or for any other good cause, shall notify his foreman as early as possible. Employes are expected to make advance arrangements if necessary to be absent, when known."

The record substantiates the Carrier's charge that the claimant was irresponsible and indifferent to his employment obligation during the January - February, 1976, period. We feel the time he has been held out of service should have accomplished the end of making him aware of his need to be punctual and responsible. We order that the claimant be returned to work without back pay, but with his seniority intact. It is assumed that the claimant will take this opportunity to prove himself a responsible employee.

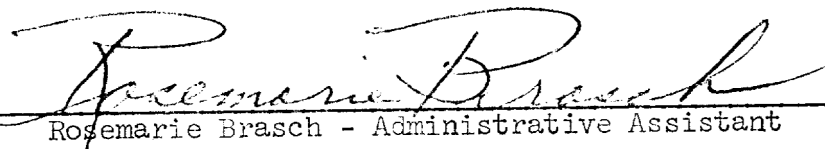
A W A R D

Claim sustained to the extent indicated in Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 9th day of May, 1978.