

The Second Division consisted of the regular members and in addition Referee Abraham Weiss 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 Gary Lucas was arbitrarily and unjustly dismissed from service on March 12, 1976.
2. That accordingly, the Carrier be ordered to return Car Cleaner G. Lucas to service with pay for all time lost beginning March 13, 1976.
3. Further, that the Carrier be ordered to restore Car Cleaner G. Lucas'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. Lucas 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 in this case was a car cleaner at Carrier's Elizabethport, New Jersey passenger car shop. At the time of his dismissal from service on March 12, 1976 he had been employed for approximately 14 months. During the period from January 9, 1976 to February 26, 1976, claimant was absent from work, late reporting to work, or left work early on thirteen (13) separate occasions. Claimant stated that most of his absences were due to illness, but offered no proof that he was, in fact, unable to work because of illness.

Our review of the record substantiates Carrier's contention that claimant was not a dependable employee during the period in question and that discipline was, in fact, justified and required. But discipline is not imposed for purposes of retribution only. Discipline is also imposed to secure efficient operation and to spur employee correction and improvement. This Board has previously stated:

"Discipline generally has three goals: punishment of an employee, correction and training of the employee, and as an example for training purposes for other employees...."
(Third Division Award No. 19537 - Lieberman)


In this case it is our hope that the time claimant has been out of service will have accomplished all three of the goals previously mentioned. With that thought in mind, we will order that claimant be reinstated to service with seniority rights restored, but without pay for the time lost. We are also compelled to counsel claimant that we consider this to be his final opportunity to learn that Carrier need not retain in its employ those individuals who are unwilling to show up for work regularly and punctually and work their full shift during their assigned hours of work. Prompt and permanent dismissal will be appropriate if claimant in the future, returns to his errant ways.

A W A R D

Claim sustained as per 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 14th day of July, 1978.