

The Second Division consisted of the regular members and in addition Referee Robert G. Williams when award was rendered.

Parties to Dispute: (System Federation No. 45, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(St. Louis Southwestern Railway Company

Dispute: Claim of Employees:

1. That the St. Louis Southwestern Railway Company violated the controlling agreement and the Railway Labor Act when it posted notices to all Mechanical Department Employees changing the provisions of Rule 15 of the controlling agreement.
2. That the St. Louis Southwestern Railway Company violated the provisions of Article V of the August 21, 1954 General Agreement.
3. That accordingly the St. Louis Southwestern Railway Company be ordered to withdraw the notices of August 22, 1973 and October 30, 1974.

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 employees 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.

This dispute comes to us as a result of Carrier's posting of notices at its Pine Bluff, Arkansas shops which, in substantive part, read as follows:

"ABSENTEEISM HAS BECOME A SERIOUS PROBLEM

The Schedule Agreement provides as follows:

'Employees shall not lay off from work without first obtaining permission from their Foreman to do so, except in case of sickness, or for other good reason, in which case the Foreman shall be advised as early

'as possible. When able to return to work, the employee shall notify his Foreman in advance in sufficient time that proper arrangements can be made.'

In order to curtail the unreasonable amount of absenteeism, and in compliance with the above agreed rule, when desiring to lay off an employee must contact his immediate supervisor or the General Foreman in charge and state his reason therefor. The supervisor or General Foreman will determine whether the reason is valid and either grant or deny permission to be absent. In the event the employee is physically unable to notify the proper authority, employee will do so as quickly as possible, or have someone notify the proper authority as quickly as possible.

When reporting back for duty, the employee must report to his supervisor, or the General Foreman in charge, before the close of his assigned shift the day before he will return, due to the fact that his position may already be filled.

F. D. KREBS
SUPERINTENDENT"

We note from the statement of claim that there is no request for any compensation and that the employees have framed their statement of claim requesting us to determine the validity of the above quoted notice in light of the provisions of Rule 15 of the agreement between the parties quoted within the text of Superintendent Krebs' notice. Within that framework, we will consider the dispute.

Firstly, we find that the grievance, as handled between the Manager of Personnel and the General Chairman, is free of any procedural irregularities.

Secondly, turning to the merits of the matter, we observe that the employees take exception to the last paragraph of the disputed notice which requires that employees reporting back for duty must report to one of the designated Carrier officials before the close of his assigned shift the day before he plans to return. Carrier's basis for promulgating the notice, and the last paragraph thereof, was because employees were engaging in excessive absenteeism at Pine Bluff which Carrier wished to deter.

This Board has repeatedly recognized the serious problem created by absenteeism in the railroad industry. (Awards 1814, 5049 and 6240, Second Division). We have also recognized that each employee has an obligation and a duty to report to work on time and work his scheduled hours, unless he has good and sufficient reason to be late, to be absent or to leave early. Those reasons must be supported by competent and acceptable evidence.

(Second Division Award 6710). Therefore, we cannot fault management for taking steps to correct an absenteeism problem.

Rule 15 of the agreement, here in dispute, was drafted with the intention that reasonableness on both sides would prevail when an employee sought to return to work following an absence. The rule was also written for the protection of other employees who, under other rules of the agreement or procedures, might be filling a temporary vacancy or rearranging on a position occasioned by the absence of a fellow employee. Likewise, the rule also protects the Carrier's right to plan and arrange its work.

Under certain conditions, it may well be that an employee would have to report to his foreman before the close of his assigned shift the day before he will return so that proper arrangements can be made to place the employee back on his job. However, under other conditions, where no one is filling an employee's vacancy, it may well be possible for the employee to report at a later time. And, conversely, if an employee has been absent due to sickness or injury for a protracted period, it may well be that a period longer than 16 hours would be required to make proper arrangements for the employee's return to work. Whatever the situation may be, it is obvious that the rule places upon the employee the obligation to be cognizant of the status of his particular situation so that when he does assert a desire to return to work, he can notify his foreman "in advance in sufficient time" so that the proper arrangements can be made.

Summarily, we think the framers of the agreement had such factors and examples in mind when they reasonably concluded that an employee, when able to return to work:

"...shall notify his Foreman in advance in sufficient time that proper arrangements can be made."

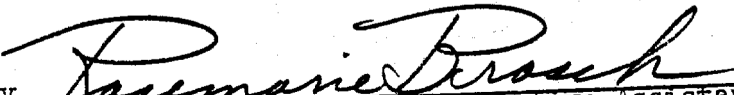
Given this general background, we believe the parties can logically and reasonably apply the agreement. To the extent that Carrier's notice attempts to place a blanket, specific reporting time of an employee wishing to return to work following absence, it is in error.

A W A R D

Claim disposed of as indicated in our opinion.

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 31st day of July, 1978.