

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. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
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(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 16(c) and 17 of the June 1, 1960 controlling agreement when they arbitrarily required Electrician Aldridge to request of other than his foreman to be off and qualify for leave of absence, thereby, depriving Electrician Aldridge the provisions of the Agreement at North Little Rock, Arkansas.
2. That, accordingly, Carrier be found to have treated Electrician Aldridge unjustly, thus reversing Carrier's handling and to stop the violation of the rules.

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.

On June 22, 1976, Claimant, an employe of Carrier's automated Wheel Shop in North Little Rock, approached his foreman shortly after his tour of duty began and requested that he be permitted to be off beginning at 12:30 p.m. that afternoon. This foreman, in accordance with standing instructions at North Little Rock, advised Claimant he did not have the authority to permit his absence and referred him to the General Foreman of the Shop, Mr. Davenport. Claimant did not approach Mr. Davenport until 11:15 a.m. to ask permission to be absent that afternoon. When questioned why he desired to be off, Claimant steadfastly refused to divulge the basis of his request except that it was for personal business. As a consequence, and because Claimant was needed to remain at his assignment to finish up a project, the General Foreman refused his request.

The employe contends that in refusing Claimant permission to lay off, Carrier violated the following rules:

16(c) "The arbitrary refusal of a reasonable amount of leave to employes when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employe, is an improper practice and may be handled as unjust treatment under this agreement."

17 "Employes shall not lay off without first obtaining permission from their foreman to do so, except that in cases of sickness or other good cause of which the foreman shall be promptly advised."

There are two key issues raised here - (1) Did referral of the matter here to the General Foreman violate Rule 17 and (2) Did the refusal of Claimant's request to lay off violate Rule 16 (c)?

First, we do not think that the referral of this matter to the General Foreman violated Rule 17. Under Carrier's organizational chart, the foreman reported to the General Foreman, and, in reality, the authority for such lay offs, by well established practice at North Little Rock, was vested with the General Foreman. Thus, for purposes of applying the agreement, the General Foreman was Claimant's foreman. The intent of Rule 17 is to give employes reasonable and expedient access to a supervisor for purposes of seeking permission to lay off, and, under the facts and circumstances of this case, the rule was not violated. However, we would caution that application of the rule could, in some circumstances, be carried too far by management - in which case we might take a different view.

Secondly, in discussing whether the refusal of Claimant's request violated Rule 16 (c), we wish to point out a principle well established by this Board, and that is that every employe has a duty and obligation to report timely for his assignment and to work all the hours of his assignment each and every day it works unless his absence is validly justified and excused for good and sufficient reason such as illness, death of a family member or other matters which, in applying the rule of common sense and human understanding, would clearly justify his absence. Under the agreement, the management is obliged to consider such requests and to grant them if they meet the criteria discussed above, and, conversely, there is no obligation to grant such requests if they do not meet the criteria. However, just as the agreement applies a test of reasonableness and cooperation upon management, it also requires that the employes truly have good and sufficient reasons for their request. A short, unexplained request based upon "personal business" does not meet the test - it is too brief and too broad for management to objectively evaluate.

In applying these principles to this case, we find that we are unable to evaluate Claimant's request because it was too vague and broad. However, we have set forth our opinion of the meaning and intent of the agreement to use in future such circumstances, and, while we have no statutory authority to order Carrier from applying the rules improperly (as the statement of claim seems to request of us), we can consider any such future incidents in light of what we have said here.

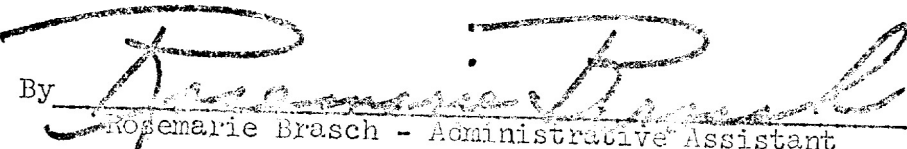
A W A R D

Claim disposed of as set forth in the 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 29th day of November, 1978.