

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: { Brotherhood Railway Carman of the United States
and Canada
{ Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That under the current Agreement Mr. J. J. Martineau, Carman, was arbitrarily, capriciously and unjustly dismissed on September 18, 1978, from the service of the Burlington Northern, Inc. at Minneapolis, Minnesota.
2. That accordingly, the Burlington Northern, Inc. be ordered to compensate the aforementioned carman eight (8) hours pay for each workday at the pro-rata rate commencing September 18, 1978, and continuing until he is reinstated to the Carrier's service; that seniority, job protection benefits, vacation and pass rights be unimpaired and all other benefits accruing employees in active service.

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 J. J. Martineau, a carman, was assigned to carrier's Northtown Yard in Minneapolis, Minnesota. On August 10, 1978, he called in to report off, account trouble with his truck. Claimant's foreman took the call and told claimant that he could not spare him. He was told to report for work at 4:15 p.m.; claimant's normal starting time was 3:00 p.m.

Claimant agreed that he would report for work, but did not report in or call in again to explain why he was absent. Carrier thereupon charged claimant with failing to protect his assignment and scheduled a hearing into the matter on August 31, 1978. He was found guilty as charged and dismissed from carrier's service.

The transcript of that hearing is a part of the record of this case. A review of that record reveals that claimant was afforded a full and fair hearing, and granted all procedural and substantive rights required by agreement.

Claimant was discharged from carrier's service for failing to protect his assignment on August 10, 1978. The record of this case clearly reveals that he did, in fact, fail to report for work on that day. It also reveals that despite the fact that claimant's truck was not running, there were numerous other ways that he could have gotten to work. He did not choose, however, to make this effort. In fact, after his truck was fixed, he did not come to work. This lack of concern by claimant and his failure to appear for work on August 10 are certainly grounds for discipline.

Normally, these actions would not be grounds for permanent separation from carrier's employ. But this is not the first time that claimant has been disciplined for absenteeism and unauthorized absences. He has been disciplined on four previous occasions. He was suspended twice for absenteeism and dismissed from service on July 11, 1977, for being absent from duty without authority. He was reinstated by carrier on a leniency basis on October 31, 1977. He was counseled for absenteeism on April 5, 1978, and May 3, 1978.

Carrier has made an admirable effort to impress claimant with the need to appear at work on a regular basis. He has not responded to this effort. By his actions on August 10, he demonstrated a lack of concern for his job. This need not be tolerated by carrier. This Board has commented in numerous awards on the need for employes to maintain regular attendance in the railroad industry. We see no reason to again state the obvious.

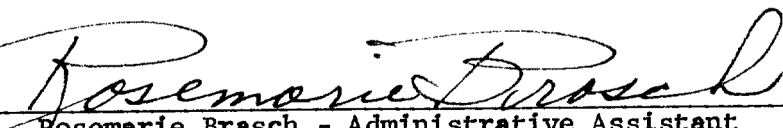
A W A R D

Claim denied.

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 30th day of September, 1981.