

The Second Division consisted of the regular members and in addition Referee Francis X. Quinn when award was rendered.

Parties to Dispute: { International Brotherhood of Firemen & Oilers
Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. Under the current controlling Agreement, Mr. Howard L. Jones, laborer, Milwaukee, Wisconsin, was unfairly dealt with when dismissed from service of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, effective August 3, 1978.
2. That, accordingly, the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, be ordered to reinstate Mr. Howard L. Jones to service with full seniority, payment for all time lost and remove the record of charge from his personal file.

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.

The Claimant was charged with being late on two (2) days in June, 1978, i.e., June 4 and June 8, for being absent on two days in June, 1978, i.e., June 11 and 18, and for being away from his job assignment on June 15, 1978 between the hours 7:10 A.M. and 8:30 A.M.

The Claimant has been repeatedly counseled with regard to his attendance record but would not take the initiative to improve his record or take heed to the warnings, particularly the last in which he was actually dismissed and then subsequently reinstated on a leniency basis.

Referee McBrearty, in a similar case resulting in Award 7348 of the Second Division, said the following:

"When an employee is so consistently and habitually absent over a long period of time that his employment becomes a serious liability rather than an asset, Carrier is entitled to terminate his service.

An employee may be absent from his work so much of the time as to become, in effect, a part-time employee. Carrier is entitled to insist on reasonable attendance. While an employee may be perfectly capable of doing a job, the job does not get done by him if he is not there. The carrier is entitled to have an employee who will get the job done. The interests of the other employees and the Carrier must outweigh the personal interests of Claimant.

It is obvious that if all employees were so unfortunate as to be unable to work to the same extent as Claimant, the Carrier could not continue operation, and the economic well-being of all concerned would be defeated. If Claimant is only capable of being a part-time employee, he should become one."

The Claimant was properly notified of the offense with which he was charged; the Claimant was given a fair and impartial hearing as required by the rules.

The testimony produced at the investigation supports the charges made against him; the Claimant was properly found guilty of the offenses with which charged, and taking into consideration the Claimant's past record of absenteeism and tardiness, the discipline administered in his case was warranted and justified.

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
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 24th day of February, 1982.