

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 10407
Docket No. 10523
2-CRC-MA-'85

The Second Division consisted of the regular members and in addition Referee James R. Cox when award was rendered.

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Consolidated Rail Corporation be ordered to restore Machinist E. F. Bowen to service and compensate him for all pay lost up to time of restoration to service at the prevailing Machinist rate of pay.
2. That Machinist E. F. Bowen be compensated for all insurance benefits, vacation benefits, Holiday benefits and any other benefits that may have accrued and were lost during this period in accordance with Rule 7-A-1 (e) of the prevailing Agreement effective May 1, 1979.

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 employes 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.

Machinist E. F. Bowen had seven years service when dismissed January, 1983 for excessive absenteeism. His termination was based upon absences of November 4th, 13th and 19th, 1982 as well as his overall attendance record.

Bowen admitted that he was off November 4, 1982 because of the flu and took November 13th off because he had inhaled toxic fumes at work November 12th. He missed the 19th of November due to a personal injury which, according to a doctor's report, had caused an acute cervical strain.

November 12th another employee had also become sickened by the fumes. Bowen asked to go home but, after sitting a while in the foreman's office, said that he did not want to make out an accident report, that he felt all right and returned to work, completing a 30-day lube job.

Claimant averaged more than three separate occurrences of absenteeism each month during the eleven months he was in service in 1982. In January of that year, he missed 13 days, another 13 days in February, 8 in March, 8 in April, 4 in May, 3 in June, 5 in July, 11 in August, 7 in September and a single day in October in addition to the November absences.

Claimant had received warnings and/or suspensions in 1976, 1977 and 1981. During 1982, Claimant was given a ten-day suspension in May, a twenty-day suspension in September based upon July absences and a thirty-day suspension that same month based upon an occurrence of absenteeism commencing in July and extending into August. November 10th he was given a ten day suspension based upon September absences.

The Carrier is entitled to a full-time employee. While employees may not be subject to a discipline for infrequent occurrences of absenteeism, Claimant's record shows both a consistent pattern of absenteeism occurrences and a substantial number of days lost despite a program of consistent and progressive discipline. Here Claimant was absent a substantial percentage of scheduled work days excluding vacation.

Upon this record the Board finds that the Carrier did not violate the agreement. There is no merit to the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: _____


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of May, 1985.