

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

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rule 32 of the controlling agreement when they unjustly dismissed Carman Apprentice M. L. Aldridge, St. Louis, Missouri, from service on March 13, 1975.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman Apprentice Aldridge for all wages lost since March 13, 1975 until he is returned to service with all vacation and seniority rights unimpaired and be compensated for all other benefits he would have received had he not been unjustly dismissed from 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 entered the employment of Carrier as a Mechanical Laborer on October 24, 1973, at Dupou, Illinois. In February 1974, Claimant was transferred to Carrier's Barton Street Shops in St. Louis, Missouri, as a Carman Apprentice. He remained in that position until his dismissal on March 13, 1975.

Claimant was off sick with a stomach problem from December 17, 1974 until February 12, 1975. He was in the hospital from February 4, 1975 until February 11, 1975.

On January 29, 1975, Carrier's Master Mechanic sent Claimant a letter notifying him to report for formal investigation on February 5, 1975, to:

"... develop facts and place responsibility, for your failure to report and protect your assignment as Carman Apprentice at Barton Street Shops since December 16, 1974, and a review of your work record with regard to absenteeism."

The investigation, scheduled for February 5, had to be postponed until February 25 since Claimant was in the hospital. It was again postponed from February 25 to March 11, 1975 because Claimant had failed to procure proper representation.

As a result of the investigation held on March 11, 1975, Claimant was dismissed effective March 13, 1975, "account your responsibility in connection with your excessive absenteeism, while employed as a Carman Apprentice, Barton Street Shops, St. Louis, Missouri, since February 25, 1974."

The record before us indicates that Claimant notified Carrier both directly and through another Carman Apprentice (Kenneth L. Hatchett) that he was sick on December 17, 1974. However, there is no indication that either Claimant or Carman Hatchett informed Carrier that Claimant was seriously ill and would be out for an extended period of time.

Claimant allegedly tried to contact Carrier's General Car Foreman on two (2) occasions after December 17, but was unsuccessful. Yet, when he went to the General Car Foreman's office on December 29, 1974, to pick up his pay check, Claimant apparently made no attempt to discuss his absence since December 17.

As a matter of fact, Car Foreman McPherson had to ask Claimant why he was not working, to which Claimant merely responded that he was sick.

These facts do not excuse Claimant's failure to protect his assignment from December 17, 1974 until January 29, 1975. At the very best they may excuse Claimant for being absent on December 17 and 29, but that is all.

Now, Carrier waited until January 29, 1975 to hear from Claimant before sending out the Notice of Investigation, but to no avail. However, contrary to Petitioner's argument, we find that Claimant was not damaged in any manner by virtue of the fact that he was not charged until January 29, 1975. None of Claimant's substantive rights were violated.

Moreover, the record indicates that Claimant was absent 41 percent of the time from February through December 1974. Also, when Claimant did come to work during this period of time he failed to complete a full eight (8) hours approximately 51 percent of the time.

Claimant failed to notify Carrier of these absences or latenesses on numerous occasions, and was repeatedly counselled with regard to his absenteeism record.

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 services.

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.

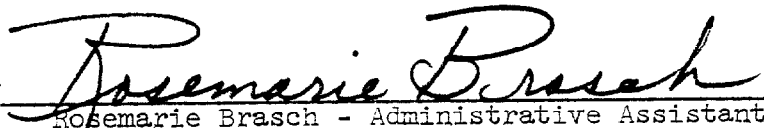
A W A R D

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 8th day of September, 1977.

37
38
39

40

41

42