

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (System Federation No. 1, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Blacksmiths)
(Consolidated Rail Corporation

Dispute: Claim of Employes:

1. That the Carrier violated Rules 34 and 22 of the former Reading Railroad Shop Crafts Agreement when on May 27, 1977; Blacksmith Helper Daniel T. Edinger was actually given a five (5) days suspension and a notation to this effect was made on his service record. The actual days of suspension were May 30, 31, June 1, 2, and 3, 1977.
2. That accordingly, the Carrier be ordered to remove the "entry" from Mr. Edinger's service record and that the Carrier compensate him for all lost time.

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.

This dispute involves an actual suspension of five days, assessed after investigation, based on alleged poor attendance. Rule 22 is cited as relevant to this dispute:

"In case an employe is unavoidably kept from work he will not be discriminated against. An employe detained from work on account of sickness or for any other good causes shall notify his foreman as early as possible. When known, employes are expected to make advance arrangements if necessary to be absent."

Petitioner contends that the claim should be sustained on the ground that Claimant was not apprised of the precise charge and further that Carrier's conclusion of Claimant's guilt was unsupported by the evidence.

Additionally, Petitioner asserts that Claimant should have received warnings prior to being disciplined.

An examination of the record does not support the contention of Claimant with respect to the charge being imprecise. In fact the charge specifies dates and the exact amount of time Claimant is alleged to have lost over the six month period, for each occurrence.

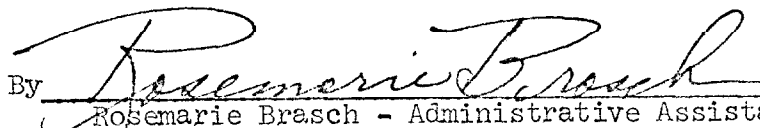
The investigation revealed that over the six month period, encompassing 110 working days, Claimant was absent on six days, late on fourteen days and left work early on six days. Although given every opportunity to do so, Claimant failed to provide any credible or legitimate reasons for any of the absences or tardiness. His reasons included: "overslept, ... I don't remember ... personal business" and similar reasons. At no time did Claimant deny the validity of any of the attendance material submitted by Carrier or present any mitigating circumstances to justify his actions. A reasonable conclusion is that Claimant abused Rule 22 and Carrier's disciplinary actions were supported and justifiable.

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 9th day of May, 1979.