

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: { System Federation No. 4, Railway Employees'
 { Department, A. F. of L. - C. I. O.
 { (Carmen)
 { Chesapeake & Ohio Railway Company

Dispute: Claim of Employees:

1. That the Chesapeake and Ohio Railway Company violated Rules 21 and 37 of the controlling agreement when they unjustly assessed Carman Henry B. Marcum a 30 calendar day suspension (effective upon his recall from furlough) as a result of investigation held on February 2, 1977.
2. That, accordingly, the Chesapeake and Ohio Railway Company be ordered to compensate Carman Marcum in the amount of 8 hours each day, 5 days each week at the Carmen's applicable straight time rate for all time held out of service, all such days be credited as qualifying days for vacation purposes and he be afforded all other benefits accruing to Employees in 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 employee or employees involved in this dispute are respectively carrier and employee 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 was suspended from the service of the Carrier for 30 days after having been found at fault in connection with excessive absenteeism, in failure to protect his assignment as Freight Car Repairer and being absent "No Report" 19 days in violation of Rule 21 of the Shop Crafts Agreement.

The Claimant alleges that the notice of the charge was not sufficiently precise so as to permit him to adequately defend against it and that the Carrier did not meet the burden of proof at the investigation.

The notice of the investigation reads in pertinent part as follows:

"You are charged with excessive absenteeism, in failure to protect your assignment as Freight Car Repairer and being absent 'No Report' 19 days in violation of Rule 21 of the Shop Craft Agreement."

The notice of the charge is sufficiently precise to meet the test set out by this Board.

We have reviewed the transcript of the investigation and find that sufficient evidence of probative value was presented at the hearing to support the charge. In view of that evidence, we find the Carrier's assessment of a 30 day suspension well within the bounds of reason.

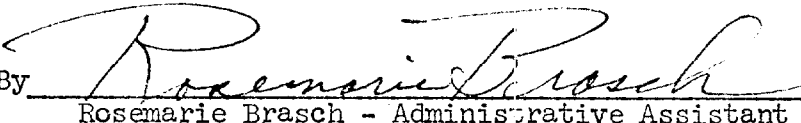
A W A R D

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 15th day of August, 1979.