

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: (System Federation No. 105, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Union Pacific Railroad Company

Dispute: Claim of Employees:

- (1) That the Union Pacific Railroad has unjustly dealt with Carman Edward G. Nelson, Provo, Utah, when he was dismissed from service on August 17, 1977 for allegedly violating Rule 702 of the Rules and Instruction of the M. P. & M. Department.
- (2) That accordingly the Union Pacific Railroad Company be ordered to reinstate Edward C. Nelson to his former position as stated in Rule 37 of the November 1, 1976 Agreement, with all Health and Welfare Insurance Benefits, all credit under Railroad Retirement and Unemployment Insurance Benefits, pay for all time lost at the pro rata rate of pay of a Carman during the period of his dismissal, and any other benefits he would have earned while 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 was discharged following a hearing held in connection with his alleged unauthorized absence in violation of Rule 702 of Carrier's Rules and Instructions of the Motive Power and Mechanical Department.

Our review of the hearing indicates that it was conducted fairly and impartially and that Claimant was guilty of the offenses for which he was charged. It is clear that he understood that he would not have authority to be absent unless Carrier could obtain a vacation relief worker for him to take vacation on these days, notwithstanding the fact that Carrier advised him that it was unable to get such relief, Claimant took it upon himself to be absent on the days in question. Our Board has consistently held that

unauthorized absences, when proven, constitute a serious breaches of the basic employer-employee relationship, which, if continued, should justify discharge from service.

In Claimant's case, it is undisputed that his previous record with Carrier included many previous unauthorized absences. It is also clear that Carrier offered him an opportunity to return to service, on a leniency basis, if he would report to his immediate supervisors and discuss with them his poor record. Claimant failed to do so, thus passing up an early opportunity to return to service. After thorough consideration of this dispute, it is our judgment that Claimant should be accorded another chance to return to service, but without pay for time lost. In so doing, we admonish him that his future career with the railroad depends upon his being a reliable worker with a good attendance record. Should he be found guilty of similar offenses subsequently, Carrier would not be acting beyond its authority if it permanently discharged him. This Board may not look so kindly on any other infractions. We accordingly sustain the claim to the extent of reinstating Claimant to service with seniority unimpaired, but without pay for time lost.


A W A R D

Claim sustained in accordance with the Findings.

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 29th day of August, 1979.