

The Second Division consisted of the regular members and in addition Referee Robert E. Fitzgerald, Jr., when award was rendered.

Parties to Dispute: { System Federation No. 109, Railway Employees'  
{ Department, A. F. of L. - C. I. O.  
{ (Carmen)  
{ Consolidated Rail Corporation

Dispute: Claim of Employees:

- (a) That the Carrier violated the controlling agreement when on April 29, 1977, it assessed 30 days actual suspension (May 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31, June 1, 2, 3, 6, 7, 8, 9, 10, 1977) to Welder Desmond A. Donovan, ConRail Repair Facility, Reading, Pennsylvania as a result of hearing and investigation conducted on March 31, 1977.
- (b) That accordingly the Carrier be ordered to compensate Welder Desmond A. Donovan the 30 days actual suspension as well as any other compensation the Claimant would have earned during the 30 day period he was serving his discipline; and further that the Carrier remove all record of this discipline and that the Claimant's service record be restored unimpaired.

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.

The Claimant was employed by the carrier at its Reading, Pennsylvania repair facility. His suspension by the carrier resulted from absenteeism and tardiness during the period of December 16, 1976 to March 7, 1977. The suspension was based upon a finding of a violation of Rule 22, which reads as follows:

"Rule 22 - Reporting Off

In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for any other good causes

"shall notify his foreman as early as possible. When known, employees are expected to make advance arrangements if necessary to be absent."

"General Notice C

"The subjects treated in these rules are subdivided for convenience. The rules apply equally to all personnel and must be observed wherever they relate in any way to the proper discharge of the duties of any employee."

Claimant argues that the carrier has failed to meet its required burden of proof to show a violation of Rule 22. In this regard, the claimant notes that he submitted evidence that he was under doctor's care for six of the days of the time involved.

The record reflects that claimant was absent for eight days, and that he reported late for his assigned work on six days, and departed the job early on two days. The accumulative total of these incidents is 76 hours and 38 minutes absence from work.

Further, the claimant failed to give any notice to the carrier of his absence on two of the days involved. Claimant failed to give any reason why there was no notice given.

Also, claimant gave no explanation for his absence on many of the incidents, except to state that they were for personal business. Such personal business involved both full days of absence and late arrivals.

Based upon the record which is noted above, it is clear that the claimant failed to meet the requirements of Rule 22. Claimant has an unsatisfactory attendance record for the time period referred to.

The disciplinary layoff issued to the claimant was reasonable under the circumstances.

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  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of November, 1979.