

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

Parties to Dispute: { Brotherhood Railway Carmen of the United States
{ and Canada
{ Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That Coach Cleaner Edna Lee Washington was unjustly dismissed from the service of the Milwaukee Road on October 4, 1979 as result of a hearing held on September 27, 1979.
2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to restore Coach Cleaner Edna Lee Washington to service and made whole for all rights and benefits that are a condition of employment such as, but not limited to, seniority, vacation, holidays, medical, dental, welfare, surgical, and all group insurance benefits.
3. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to compensate Coach Cleaner Edna Lee Washington for all lost time as result of her unjust dismissal from service.
4. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to reimburse Coach Cleaner Edna Lee Washington for all losses sustained account loss of coverage under health, medical, welfare and group insurance benefits during such time as she is held out of service.
5. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to pay Coach Cleaner Edna Lee Washington interest at the 6% rate per annum for any and all payment she may receive as result of this claim.

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.

The dismissal of the Claimant is for unauthorized and unexcused absence. Claimant began her employment with Carrier on December 27, 1978. On March 12, 1979, Claimant was given a Letter of Warning advising her that her attendance

for the months of January through March was unsatisfactory and should be improved. On June 21, 1979, Claimant was issued another Letter of Warning involving seven absences and a tardy from April through June. She was informed this record did not meet the requirements of her job. On September 18, 1979, Claimant was notified that a hearing would be held on September 27, 1979, involving charges, as follows:

"Charge #1 - Your alleged failure to protect your assignment on days in July, August, and September as follows:

July 24	- Tuesday	- Absent
August 1	Wednesday	Absent
2	Thursday	Absent
29	Wednesday	Absent
September 16	Sunday	Absent
17	Monday	Absent

Charge #2 - Your alleged failure to notify your Foreman that you would be unable to protect your assignment on days in July and August, as follows: July 24, Tuesday; August 1, Wednesday; August 2, Thursday; and August 29, Wednesday."

The hearing was held as scheduled and, thereafter, Claimant was dismissed from service effective October 4, 1979. The Organization asserts Claimant was unjustly dealt with inasmuch as a reasonable doubt exists the Claimant was aware of the rule covering instances of absenteeism and tardiness; therefore, Carrier has failed to meet its required burden of proof. The Organization further contends that even if Claimant had been guilty as charged, the ultimate penalty of dismissal was out of proportion to the seriousness of the charges.

The basic facts are undisputed. In a period of approximately nine months beginning with Claimant's employment on December 27, 1978, she was absent a total of nineteen (19) days and was tardy twice. Two Letters of Warning were issued wherein Claimant was clearly made aware she was not protecting her assignment and could be subject to disciplinary action. After the June 21, 1979, Letter of Warning, Claimant was absent six times in less than three months. After a careful review of this record, this Board is satisfied that Claimant was properly counseled and warned about her attendance. This record contains substantial evidence supporting the Carrier's action. Having so found, this Board is unwilling to disturb the penalty imposed.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 22nd day of July, 1982.