

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23304
Docket Number CL-23239

Rodney E. Dennis, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight **Handlers**, Express and Station **Employees**

PARTIES TO DISPUTE:

I **Chicago Short Line Railway Company**

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-8919) that:

1. Carrier **violated** the **effective Clerks' Agreement** when, **following** an investigation on October 31, 1978, it suspended Clerk Allen C. Bone **from** service for a period of thirty (30) days, **commencing** on November 7, 1978, and continuing up to and including December 6, 1978;

2. **Carrier** shall now compensate Mr. Bone for all time lost as a result of this suspension from **service** and shall clear his record of the **charge** placed against him.

OPINION OF BOARD: Claimant Bone is a yard **clerk** In **Carrier's** employ. On October 2, 1978, claimant did not **report** for work. **Carrier** notified him that an **investigation** into the **incident** of his absence would be held on October 31, 1978. At the conclusion of that hearing, **claimant** was **found** guilty of **failing** to **protect** his **assignment** on October 2. He was assessed a **30-day** suspension. A review of the record of that **investigation** reveals that claimant received a **full** and fair hearing and that he was **granted** all substantive and procedural rights guaranteed by agreement.

Claimant called his supervisor on Sunday **evening**, October 1, 1978, to tell him that he wanted to mark off **until** further notice, account he was upset. The **supervisor** denied claimant permission to be off for such a reason. During the conversation, claimant changed his reason for wanting to be off from **being** upset to being sick. The supervisor still did not grant **claimant permission**. He did, however, indicate **that** if claimant wanted to be off, he would have to get permission **from** someone in a higher position than the **supervisor**. Be, the supervisor, would not grant such permission.

Claimant called **Carrier's** Vice President and requested that he be granted permission to be off on Monday, October 2, account he was upset. After what appears from the record to be a rather lengthy conversation, the Vice President told **claimant** he would not undermine his **supervisor's** authority and grant claimant permission to be off. He **suggested** that he get a good **night's** sleep. **If** he still did not feel well in the morning, he should call in and report off sick. **Claimant did not call in and report off.**

We have carefully **reviewed** the **record** and must conclude that Carrier did not violate the agreement by assessing a **30-day** suspension in the instant case. Claimant, by his own testimony, stated that he did not call in on the **morning** of October 2 to report off. Carrier's Vice President gave **claimant** a perfect "out" by suggesting that if he did not feel well in the morning, he could call in and report off sick. Claimant neglected to do so at his own peril.

This Board need not cite previous decisions on this point to support its position. It is **well** understood **in** the railroad **industry** that failure to report off and failure to protect one's **assignment** are grounds for discipline. Claimant is a local union official who, **among all employees**, should know and follow the rules. He failed to do so in this case and **Carrier** had the right to **discipline** him. The record also **reveals** that claimant has **run** afoul of time and **attendance** standards in the past.

Carrier took **into** account claimant **'s** **past** record in deciding on the level of discipline to be administered. **This** Board sees no **basis** on which it can **find** Carrier in Violation of the agreement or the accepted principals of progressive discipline.

FINDINGS: **The Third Division** of the Adjustment **Board**, upon the whole record **and** all the evidence, finds and holds:

That the parties waived oral hearing;

That the **Carrier** and the **Employee** involved in this dispute are respectively Carrier **and** **Employee** within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this **Division** of the Adjustment Board has **jurisdiction** over the dispute involved herein; and

That **Carrier** **did** not **violate** the agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulson
Executive Secretary

Dated at Chicago, Illinois, **this 29th** day of May 1981.