

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

(Brotherhood of Maintenance of Way **Employees**  
PARTIES TO DISPUTE: (  
(**Consolidated** Rail Corporation

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The three (3) working days of suspension imposed upon Repairman E. M. **Daley** for alleged 'Failure to report for duty at Canton, **M.W.** Shop, Canton, Ohio on 9/23/83 and reporting for duty after starting time on 9/22/83 and 10/5/83 which in light of **your** previous attendance record, (Absent 4/5/83, 4/14/83, 6/6/83, 7/7/83, 8/23/83, 8/24/83. Late start 4/21/83, 5/4/83, 5/10/83, 6/8/83, 6/22/83, 7/5/83, 7/29/83, 8/8/83) **constitutes excessive absenteeism**' was arbitrary and without just and sufficient **cause** (System Docket CR-669-D).

2. The claimant's record shall be cleared of the charge leveled against him and he shall be compensated for all wage loss suffered."

FINDINGS:

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

The carrier **or** carriers and the employe or employees involved in **this** dispute are respectively carrier and **employees** 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.

This dispute came about after the Carrier determined that the Claimant had failed to report for duty on one date and reported late for work on **two** occasions. It then considered the Claimant's previous attendance record and concluded that it constituted excessive absenteeism.

The Organization mainly maintains that the Claimant had permission and/or the Supervisor had knowledge of the Claimant's reason for being absent and, therefore, he should not be penalized. It also contends that the Carrier's policy with respect to alleged absenteeism is in conflict with certain Rules of the Agreement and that this should have been negotiated between the parties.

The Board observes that a number of arguments and issues were Introduced by the Organization subsequent to the handling of this dispute on the property. Accordingly, these matters may not be considered by the Board in arriving at its findings here.

Turning to the record properly before us, the evidence shows that the Claimant had been counseled in the past concerning his responsibility for **regular** presence at the work site. And, while it may be true that the Carrier was aware at various times of the reasons for the Claimant's absence, the Carrier has a right to expect regular attendance.

Of necessity, the employment relationship requires, particularly in this industry, that employees regularly attend to their assigned duties. If an employee chooses to unilaterally determine his employment schedule, he does so at his peril.

After careful review of the evidence developed on the property, we do not find the three-day suspension to be an excessive use of the Carrier's discretion in matters such as this.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1988.