

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25413
Docket Number MW-25379

Paul C. Carter, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Seaboard System Railroad

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

(1) The dismissal of Cook G. A. Harris at the close of work on August 10, 1982 for alleged violation of Rule 17(b) and 17(c) was without just and sufficient cause [System File 37-SCL-82-25/12-39(82-1156) K3].

(2) The claimant shall be reinstated with seniority and all other rights unimpaired and he shall be compensated for all wage loss suffered.

OPINION OF BOARD: Prior to the occurrence giving rise to the claim herein, Claimant, with about ten and one-half years of service, was employed by the Carrier as a cook and assigned as such to Metal Bridge Concrete Gang 5086, at Rutherfordton, North Carolina, under the supervision of Foreman H. Bryant.

The Organization states that on June 28, 1982, while enroute from his home in Wilson, N.C., to his work site at Rutherfordton, the Claimant's automobile had a mechanical failure near Salisbury, N.C., some sixty miles from his work location. On July 6, 1982, Claimant was charged:

"You are hereby charged with violation of Rule 17(b) and Rule 17(c) of the Agreement between Seaboard Coast Line Railroad Company and its Maintenance of Way Employees.

You are charged with violation of the above mentioned rules because of your absence without permission from your job on June 28, 29 and 30, 1982 and for your failure to notify, as early as possible your foreman or supervisory officer that you would be absent on the dates mentioned herein.

* * * *

By Agreement, the hearing was scheduled to be held at 9:00 A.M., July 30, 1982. Also on July 26, 1982, Claimant was notified:

"You are hereby charged with violation of Rule 17(b) and Rule 17(c) of the Agreement between Seaboard Coast Line Railroad Company and its Maintenance of Way Employees.

You are charged with violation of the above mentioned rules because of your absence without permission from your job on July 19, 20, 21 and 22, 1982, and your failure to notify as early as possible, your foreman or supervisory officer that you would be absent on the dates mentioned herein.

* * * *

In the hearing of July 30, 1982, the two charges were handled together as they alleged violation of the same rules. A copy of the transcript of the hearing conducted on July 30, 1982, has been made a part of the record. A review shows that the hearing was conducted in a fair and impartial manner, and that none of Claimant's substantive procedural rights was violated.

Rules 17(b) and 17(c) of the applicable Agreement, referred to in the letters of charge, read:

"(b) An employee desiring to be absent from service must obtain permission from his foreman or the proper officer. In case an employee is unavoidably kept from work, he must be able to furnish proof of his inability to notify his foreman or proper officer.

(c) An employee off duty account of sickness or for any other good cause must notify his foreman or the proper officer as early as possible. In case of sickness or injury, they will not be required to secure leave of absence to protect their seniority, but may be required to furnish proof of disability."

There was substantial evidence presented at the hearing on July 30, 1982, including statement of Claimant, in support of the charges. Claimant's prior record of absenteeism was far from satisfactory, having been disciplined or warned on a number of occasions, including a sixty day suspension assessed for a similar offense in February, 1982. This Board has held in numerous awards that unauthorized absence from duty during assigned hours is a serious offense, often resulting in dismissal from service.

Based upon the entire record in the present case and Claimant's prior absentee record, there is no proper basis for the Board to interfere with the discipline imposed by the Carrier.

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 Employees involved in this dispute are respectively Carrier and Employees 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 the Agreement was not violated.

A W A R D

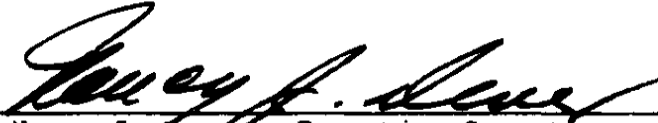
Claim denied.

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By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1985.