Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 27194
THIRD DIVISION Docket No. SG-26849
88-3-85-3-604

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation (Conrail)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of S. W. Harte, 991679 Signalman C&S, with headquarters at Project Trailer, West Fairview, PA.

A. Claim that the Company violated the current Agreement between Consolidated Rail Corporation and Brotherhood of Railroad Signalmen, particularly Rules 5-A-1 and 6-A-1(a) when on the dates listed below they refused to let S. W. Harte work his established work week of forty (40) hours by suspending him for the dates listed below.

July 11, 1984	7:00 a.m. - 5:30 p.m.	10 hours
August 6, 1984	7:00 a.m. - 5:30 p.m.	10 hours

B. Claim that since S. W. Harte was not allowed to work on the dates mentioned above, that he be paid a total of twenty (20) hours at the straight time rate of pay for his present position which is stated above."

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 employes 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.

In the instant case, Claimant did not report at his assigned time on July 11, 1984, and August 6, 1984. He did not have prior permission to be late for work. Carrier did not permit Claimant to work any remaining part of either day and thereby denied him compensation.

The Organization advanced this claim on the grounds that Carrier's action was discipline in that it suspended the Claimant without a trial.

The Carrier argued that by precedent, its actions were accepted practice on the property. It further argues that it violated no Rule of the Agreement.

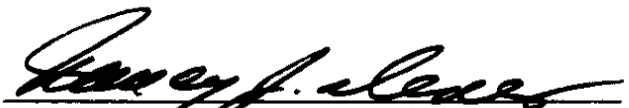
This case is similar to Third Division Award 27193. For the reasons expressed in that Award, this Board is constrained to sustain the Claim in part. For the date of July 11, 1984, Carrier states in the record that "Claimant sent in a note stating that he was off for personal reasons." As such, this Board will deny compensation for that date as it is untenable to hold Carrier for failure to allow Claimant to work on a date when Claimant clearly had no intent to work.

As for August 6, 1984, this Board has no basis in the record as developed on property to respond to the compensatory part of the Claim wherein Claimant might have been minutes or hours late. It is the Board's position that Claimant should be paid at his straight time rate from the time when he could have arrived at the work site to the end of his shift. If a review of records on the property fails to provide agreement within sixty (60) days from this Award, the Claim is sustained as presented.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1988.