

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
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(Soo Line Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line:

On behalf of L. N. Ward, for payment of all lost wages and benefits, beginning on June 29, 1988 and continuing until he is restored to service, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the Discipline Rule." Carrier file 900-16-B-61.

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 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.

Following a formal Investigation, Claimant was dismissed for reporting for work ten minutes late. Although he testified that he suffered from a sleep disorder which causes him to oversleep, Claimant denied that this was the reason for this particular tardiness. Instead, Claimant stated that he forgot his work keys at home and had to go back for them. In the year prior to this incident, Claimant had received a letter of caution as well as three, five, ten and thirty day suspensions for tardiness. Since his discharge, Claimant has sought treatment for his sleep disorder.

The Carrier has a right to expect its employees to report to work on time and may discipline those who do not. The objective of such discipline should be to get the employee to understand that promptness is an essential requirement of the job. When it is evident that the employee is not making an effort to modify his behavior, the Carrier may exercise its prerogative to terminate his employment.

The instant case, however, is somewhat unusual. At the time of his discharge, Claimant had over seventeen years of service. We are not aware of any discipline prior to his recent cases of tardiness. Under these circum-


stances, we conclude that permanent discharge is excessive and direct that Claimant be reinstated to service with full seniority and other rights unimpaired, but without pay for time lost. We further caution Claimant that the Carrier may expect him to report to work on time regularly.

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 19th day of July 1990.