

PUBLIC LAW BOARD NO. 2535

Joseph Lazar, Referee

AWARD NO. 2

CASE NO. 2

PARTIES) BROtherHOOD OF MAINTENANCE OF WAY EMPLOYES
TO) VS.
DISPUTE) JOINT TEXAS DIVISION OF CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY AND FORT WORTH AND DENVER
RAILWAY COMPANY

STATEMENT
OF CLAIM:

1. That the Carrier violated the Agreement when as a result of an investigation conducted at Teague, Texas, August 31, 1979, they suspended Section Laborer G. A. Thompson III for a period of fifteen (15) work days, said suspension being unjust, arbitrary and capricious.

That Claimant G. A. Thompson III be compensated for all wage loss suffered account the Carrier's improper action.

FINDINGS: By reason of the Memorandum of Agreement signed November 16, 1979, and upon the whole record and all the evidence, the Board finds that the parties herein are employe and carrier within the meaning of the Railway Labor Act, as amended, and that it has jurisdiction.

Claimant G. A. Thompson III was suspended for a period of fifteen (15) work days for alleged excessive absenteeism from his position as Trackman on Section No. 3, Karen, Texas, July 2, 3, 6, 9, 10, 11, 12, 13, 24, 25, 31, August 6, 15., and subsequent dates (August 22, 24, and 30), 1979.

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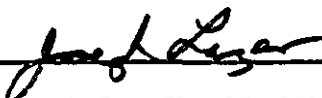
CASE NO. 2

Although the evidence of record shows that the Carrier's Reviewing Officer disregarded the dates of July 6, 9, 10, 11, 12 and 13, 1979 prior to assessment of discipline, and although there is evidence showing that Claimant performed service, reported off sick, or reported off because of transportation problems, this was not the case on all of the dates of absence. The Track Supervisor's testimony (p. 5 of Transcript) is that: "Only on some occasions George has called in, said he was sick, or he had car trouble, but there has been some days that he wasn't." Claimant admits that there was "one time which was August 24, that I did not call in to inform anyone whether or not I would be at work." (Transcript, p. 12).

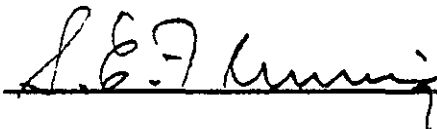
Absenteeism is a serious offense, and in a proper case may result in discharge. The Carrier's discipline of Claimant with a fifteen (15) day suspension was reasonable in the circumstances of this case.

A W A R D

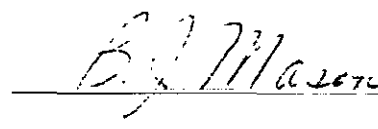
1. The Carrier is not in violation of the Agreement.
2. The Claim is denied.



JOSEPH LAZAR, CHAIRMAN AND NEUTRAL MEMBER



S. E. FLEMING, EMPLOYEE MEMBER



B. J. MASON, CARRIER MEMBER

DATED: Dec. 16, 1981