

PUBLIC LAW BOARD NO. 2774

Award No. 129
Case No. 129

PARTIES
TO
DISPUTE

Brotherhood of Maintenance of Way Employees
and
Atchison, Topeka and Santa Fe Railway Company

STATEMENT
OF CLAIM

- "1. That the Carrier violated the provisions of the current agreement when it dismissed Bridge and Building Mechanic, Mr. D. V. Sammons, without first according claimant the benefit of a fair and impartial hearing, said action being excessive and in abuse of discretion.
2. That the Carrier now be required to return Claimant Sammons to his former position with seniority and all other rights restored unimpaired and with compensation for all wage loss suffered."

FINDINGS

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

Claimant had been employed by Carrier in 1972. Following service performed on September 19, 1983, his supervisor received no information from claimant and he was absent from work. He was notified, on October 3, 1983, that his seniority had been terminated due to his being absent without proper authority and not being on an authorized leave of absence. This discipline was imposed as a result of the letter of understanding dated July 13, 1976. Since there was no subsequent request for an investigation, claimant was notified on October 25, 1983, that his name had been removed from all seniority rosters.

There is no question but that claimant was absent without authority for the period in question. The record indicates that claimant was undergoing a very stressful period in his personal life involving a divorce. The record further


indicates that claimant had a good record with Carrier and, indeed, had been promoted to the position of Assistant Foreman. It is the Board's view that under the particular circumstances of this case only the discipline involved has served its purpose. Therefore, claimant shall be offered reinstatement to his former position with all rights unimpaired but without compensation for time lost. His period out of work shall be considered to have been a disciplinary suspension.

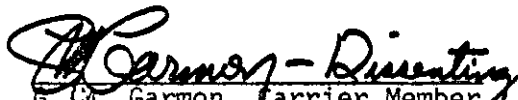
AWARD

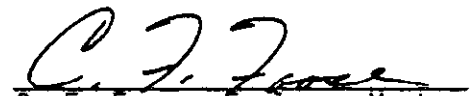
Claim sustained in part; claimant shall be reinstated to his former position with all rights unimpaired but without compensation for time lost. His time out of work shall be considered a disciplinary suspension.

ORDER

Carrier will comply with the award herein within thirty (30) days from the date hereof.


I. M. Lieberman, Neutral-Chairman


G. M. Garmon, Carrier Member


C. F. Foose, Employee Member

Chicago, Illinois
April 30, 1985