

PUBLIC LAW BOARD NO. 4021

Award No. 16  
Case No. 15

PARTIES            The Brotherhood of Maintenance of Way Employees  
TO                                 and  
DISPUTE            The Atchison, Topeka & Santa Fe Railway Company

STATEMENT  
OF CLAIM

1. Carrier's decision to remove Plains Division Trackman G. L. Jackson from service effective June 18, 1985, was unjust.
2. Accordingly, Carrier should be required to reinstate Claimant Jackson with seniority rights unimpaired and compensate him for all wages lost from May 20, 1985.

## FINDINGS

This Board, upon the whole record and all of the evidence, finds that the parties herein are the Carrier and the Employees within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by Agreement dated November 26, 1985, and has jurisdiction over the parties and the subject matter.

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Claimant was employed by the Carrier as a Trackman on April 15, 1985. On June 18, 1985, he was sent a Certified letter by the Superintendent, notifying him that, pursuant to the terms of the Agreement, his seniority and employment were terminated due to his being absent from duty without authority since June 10, 1985. The letter apprised the Claimant that he had the right to challenge this action, by requesting a formal investigation within twenty days of the date of the letter.

Claimant did not request an investigation, or contact the Carrier in any way, until the Organization filed its appeal on August 15, 1985 - nearly sixty days after the date of the letter. The main thrust of the appeal is that Claimant sent the General Chairman of the Organization a letter, asserting that he was absent due to "serious health problems at his home which could not be ignored."

The Carrier argues that its action was entirely proper under the terms of the Agreement between the parties; that Claimant violated Carrier Rules by absenting himself from duty without authority, and that it followed the clear provisions of the Agreement

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in notifying the Claimant of its actions. It maintains, further, that Claimant had little service, and its decision was appropriate.

The record is clear that the Carrier followed the terms of the Agreement in this case. It sent the requisite letter to Claimant advising him of the action, provided a copy to the Organization, and explained the Claimant's right to request an investigation. Claimant, on the other hand, did not seek permission to be off duty as required by the Rules, and did not even notify the Carrier of his whereabouts. Further, he did not request an investigation to stay the Carrier's action. In fact, there is nothing in the record to indicate that Claimant ever offered the Carrier an explanation; his sole effort was contained in a letter to the Organization.

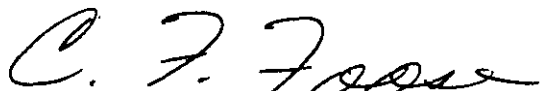
The Claimant's reference to "serious health problems" is not sufficient to warrant his return to service. He offered no details of the "problems" or evidence to support the contention. He made no attempt to explain his failure to respond to the Certified letter, or to seek permission to be absent.

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Claimant showed a lack of concern for the needs and rights of the Carrier, and, in view of his extremely short length of service, we can see no reason to restore him to service. We will deny the Claim.

AWARD

Claim denied.

  
C. F. Foose, Employee Member

  
L. L. Pope, Carrier Member

  
J. R. Johnson, Chairman  
and Neutral Member

Dated: June 24, 1986