

Public Law Board No. 4161

Parties to Dispute

Brotherhood of Maintenance of Way Employees)	
)	Case No. 7
vs)	
)	Award No. 6
Burlington Northern Railroad)	

STATEMENT OF CLAIM

1. The dismissal of Track Laborer L. R. Williams for alleged violation of Burlington Northern Safety Rules No. 665 and 667 was unwarranted and in violation of the Agreement.
2. The Claimant shall be reinstated to service with seniority and all other benefits unimpaired, his record cleared of the charges levied against him and be compensated for all wage loss suffered.

FINDINGS

The Claimant was advised to attend an investigation on October 6, 1981 to determine facts and place responsibility, if any, in connection with his alleged failure to protect his assignment as a Sectionman from September 10, 1981 and thereafter. The notice of the investigation was sent out on September 28, 1981 and carbon copies were sent to all appropriate Organization members. The investigation was held as scheduled with the Claimant in absentia.

On November 2, 1981 the Claimant was notified that he had been found guilty as charged and he was discharged from service. The Carrier's Rules at bar which the Claimant allegedly violated were the following ones, in pertinent part:

Rule 665: Employees must report for duty at the designated time and place...they must not absent themselves from duty, exchange duties, or substitute others in their place without proper authority.

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Rule 667: Employees must comply with instructions from proper authority.

The discipline was appealed by the Organization on property up to and including the highest Carrier officer designated to hear such before this case was docketed before this Public Law Board for final adjudication.

A review of the record shows that the Claimant simply did not cover his assignment after September 10, 1981 and was, therefore, indisputably in violation of the Rules at bar. Nor is there evidence in the record that the Claimant attempted to apprise the Carrier in any way the reasons, in order that their validity might be tested, for his absence from work. In effect, the record warrants the conclusion that the Claimant abandoned his employment with the Carrier. On merits, the instant claim cannot be sustained.

AWARD

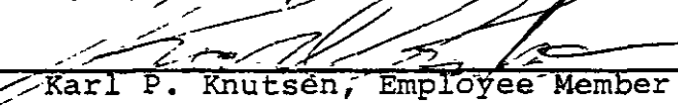
Claim denied.



Edward L. Suntrup, Neutral Member



B. W. Potter, Carrier Member



Karl P. Knutsen, Employee Member

Date: January 20, 1987

