

PARTIES TO DISPUTE:
(Brotherhood of Maintenance of Way Employees
(The Burlington Northern Santa Fe Railroad.

STATEMENT OF CLAIM:

1. The Carrier violated Rule 13, and Appendix No. 11, when A. D. Yazzie was dismissed from service based on his allegedly being absent without authority from June 30, 1997 through July 9, 1997.
2. As a consequence of the Carrier's violation referred to above, Claimant shall be reinstated to service with all seniorities, vacation and benefit rights restored and compensated for all wage loss beginning June 30, 1997, and continuing.

FINDINGS

Upon the whole record and all the evidence, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended. Further, the Board is duly constituted by Agreement, has jurisdiction of the Parties and of the subject matter, and the Parties to this dispute were given due notice of the hearing thereon.

When an employee is absent without authorization for five consecutive work days, he is advised that his seniority is terminated and if he desires an Investigation, he must request same within 20 days from the date of the notice of termination.

Claimant timely requested an Investigation, following which, the Carrier affirmed its termination.

During the Investigation, Claimant contends that he didn't call in because he didn't know who to call. Although Claimant had some five years seniority, he gave it up to start fresh on the New Mexico Division and, in essence, was the junior member of the gang.

Carrier countered Claimant's contention that he had no knowledge of who to contact when his Foreman testified as follows:

"Yes, he had asked me for my number, I didn't give him my home phone, I gave him the Roadmaster's...number."

It is a fact that Claimant had no phone and lived about 20 miles away from a public phone, but it also is fact that he made a number of trips to a hospital with and/or for his sister-in-law. Claimant could have called the Roadmaster from the hospital seeking permission to be off to clear up any domestic problems he was facing, but he did not.

Once it has been determined an employee is off in excess of five consecutive work days without authorization, the Agreement calls for termination of seniority and employment. Claimant failed to establish any facts during the investigation that would in any way negate the termination.

Carrier's actions in this instance were in accordance with the Agreement and will not be disturbed.


AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.


Robert L. Hicks, Chairman & Neutral Member


Rick B. Wehrli, Labor Member


Thomas M. Rohling, Carrier Member

Dated: April 6, 1998