

PARTIES TO DISPUTE:

(Brotherhood of Maintenance of Way Employees
(The Burlington Northern Santa Fe Railroad

STATEMENT OF CLAIM:

1. That the Carrier's decision to issue a Level One Suspension for five (5) days deferred suspension from service was unjust.
2. That the Carrier now rescind their decision and expunge all discipline, and transcripts and pay for all wage loss as a result of an investigation held 11:00 a.m. October 19, 1998 continuing forward and/or otherwise made whole, because the Carrier did not introduce substantial, credible evidence that proved that the Claimant violated the rules enumerated in their decision, and even if the Claimant violated the rules enumerated in the decision, suspension from service is extreme and harsh discipline under the circumstances.
3. That the Carrier violated the Agreement particularly but not limited to Rule 13 and Appendix Number 11, because the Carrier did not introduce substantial, credible evidence that proved the Claimant violated the rules enumerated in their decision.

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.

Claimant was scheduled to work October 9, but he did not report at 0630, the starting time of his assignment, nor did he advise anyone in authority until 1430 that he would not be in to work.

Claimant, in his defense, attempted to convince the Carrier that he had made an all-out effort to obtain his Supervisor's number so that he could advise of his necessity to be off. He tried an old cell phone number he had recorded in his planner. He tried to look up his

Supervisor's number in the phone book, but it was unlisted. On the morning of the ninth, he tried to find his Supervisor's number by calling the manpower office, but all he got was a recording stating they were on the phone or away from the desk. He indicated it was not until the afternoon that he reached someone in that office who gave him a phone number for the Supervisor, and he then immediately called advising he would not be in.

During the investigation, it was established that the Supervisor gave each crew member his business card with all possible contact numbers listed. Claimant admitted receipt of the card, but indicated he lost his wallet with the card in it. He did not try to obtain another because until he went to look for the card, he realized it was in his wallet.

Claimant's defense does not convince this Board that he was trying as hard to reach his Supervisor on the evening of the eighth or the morning of the ninth as he would like this Board to believe.

He knew he was to report at 0630 hours at the Ramada Inn in Burlington, Iowa. This Board wonders why he did not try to call the motel and leave a message with his Foreman or the Supervisor any time during the evening of October 8 or early in the morning before 0630.

Claimant failed in his obligation to advise his Supervisor of his unavailability to work at 0630 hours on October 9 until 1430. The discipline of five days deferred is relatively light. It will not be disturbed, particularly because of two previous entries in his work record accumulated since he commenced service on August 8, 1996.

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: December 18, 1998