

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 330

Case No. 330

File No. 870195

Parties Brotherhood of Maintenance of Way Employees
to and
Dispute Union Pacific Railroad Company
 (Former Missouri Pacific Railroad Company)

Statement

of Claim: (1) Carrier violated the Agreement, especially Rule 12, when B&B employee D. J. Booker was dismissed from the service on September 9, 1986.

(2) Claimant Booker should now, therefore, be allowed compensation for time lost from September 9, 1986 until reinstated with all past privileges, vacation and seniority rights unimpaired.

Findings: The Board has jurisdiction by reason of the parties Agreement establishing this Board.

Claimant on or about September 8, 1986 was a B&B Mechanic assigned to B&B gang 2206 working in the vicinity of Gypsum, Kansas.

Said gang was made up of six employees, three of whom were Mechanics. They were employed in removing ballast retainers on a working schedule of four days on and three days off.

Claimant called in on September 8, 1986 to his Supervisor's Headquarters at Kansas City, Missouri, seeking a week's vacation. The Supervisor was not available so Claimant left the message with his secretary. Claimant failed to report for work the following day, but instead called the Operator at Counsel Grove, Kansas and left a message for B&B Foreman Larry Wilton to the effect that he would not be available to protect his assignment on September 9th. The Foreman did not receive the message until approximately 2:00 PM on September 9th. Coincidentally the B&B supervisor attempted to contact Claimant in Coffeyville, Kansas at the phone number he had provided but was unsuccessful. Claimant later that day reached Supervisor Cline and told him that "he had to be off, his girlfriend cleaned him out, took his money and stuff and clothes, etc." The Supervisor advised that unless it was an extreme emergency the vacation request was impossible to comply with and instructed him to report to work on September 10. Claimant failed to work on September 10, 11 and 12.

As a result Claimant was advised to attend a formal investigation concerning his unauthorized leave that was finally held on October 28, 1986. As a result thereof, Carrier concluded that Claimant failed to comply with instructions and that he was in violation of certain rules and was dismissed from service as discipline therefor.

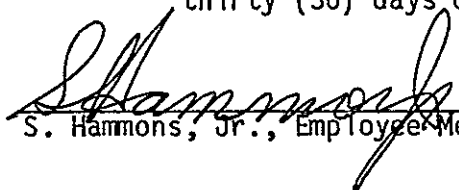
There was no procedural errors.

There was sufficient evidence adduced to support Carrier's conclusion as to Claimant's culpability of the charges placed against him.


The record provides circumstances which serve to mitigate the discipline and permit reinstatement of Claimant to service with all rights unimpaired but without pay for time out of service. He is to be placed in a probationary status for six months. During such period the Claimant is to be afforded full protection of his Schedule Agreement and in particular Rule 12 thereof.

Award: Claim disposed of as per findings.

Order: Carrier is directed to make this Award effective within thirty (30) days of date of issuance shown below.


S. Hammons, Jr., Employee Member


J. J. Shannon, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued July 13, 1989.