

SPECIAL BOARD OF ADJUSTMENT NO. 924

Award No. 114
Docket No. 121

PARTIES: Brotherhood of Maintenance of Way Employees
TO :
DISPUTE: Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

- (1) The five (5) day suspension assessed B&B Carpenter B. Schnell for allegedly failing to protect his assignment on May 6 and 8, 1986, was without just and sufficient cause and in violation of the Agreement. [Organization File 9KB-4192 D; Carrier File 81-86-101]
- (2) Claimant B. Schnell shall now be allowed the remedy prescribed in Rule 19(d)."

FINDINGS:

On May 6 and 8, 1986, Claimant B. Schnell was employed as a B&B carpenter by Carrier at Crystal Lake, Illinois; his starting time was 7:00 a.m. At 8:14 a.m. on May 6 and 9:44 a.m. on May 8, Claimant telephoned the B&B supervisor's office to notify Carrier that he would not be in because his alarm clock had failed. Carrier subsequently notified Claimant to attend an investigation of the charge:

Your responsibility in connection with your failure to protect your assignment on Tuesday, May 8 [sic] and Thursday, May 8, 1986.

The hearing was held on May 20, 1986, and as a result, Claimant was assessed a five-day suspension. The Organization thereafter filed a claim on Claimant's behalf, challenging the suspension.

This Board has reviewed the evidence and testimony in this case, and we find that there is sufficient evidence in the record to support the finding that the Claimant was guilty of failing to protect his assignment on the two dates in question.

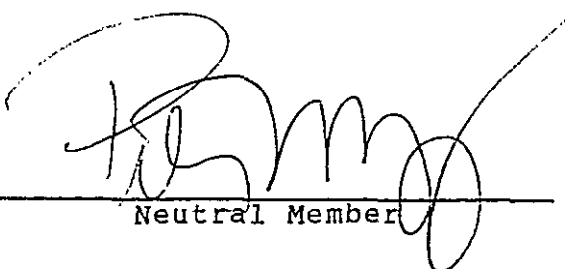
Once this Board has determined that there is sufficient evidence in the record to support the guilty finding, we next turn our


attention to the type of discipline imposed. This Board will not set aside a carrier's imposition of discipline unless we find it to be unreasonable, arbitrary, or capricious.

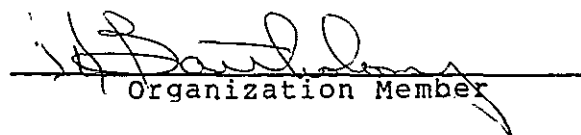
Failure to protect an assignment can often lead to very serious discipline. Therefore, we cannot find that the action taken by the carrier in this case was unreasonable, arbitrary, or capricious. Consequently, the claim will be denied.

Award:

Claim denied.


Neutral Member


Carrier Member


Organization Member

Date: May 18, 1988