

SPECIAL BOARD OF ADJUSTMENT NO. 986

PA FED BMWE
AUG 11 1988

Case No. 58
Docket No. NEC-BMWE-SD-1336

PARTIES: Brotherhood of Maintenance of Way Employees
TO :
DISPUTE: National Railroad Passenger Corporation (Amtrak)

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

1. The Carrier violated the Agreement when it improperly closed the service record of Mr. L. McDavidson (System File NEC-BMWE-SD-1336).
2. Mr. L. McDavidson shall be returned to service with seniority and all other rights unimpaired and he shall be compensated for all wage loss suffered."

FINDINGS:

Claimant L. McDavidson was employed by Carrier in its Maintenance of Way Department. In late May 1985, Claimant received medical treatment for gastroenteritis, nausea, and diarrhea; Claimant verbally notified his supervisor and project engineer of this treatment. Claimant's physician released Claimant for service on June 19, 1985. By letter dated June 18, 1985, Carrier informed Claimant that under Rule 21-A of the agreement, he was classified as having resigned from Carrier's service as of June 17, 1985, because Carrier's records indicated that Claimant had missed work for fourteen consecutive days without notifying his superior. The Organization thereafter filed a claim on Claimant's behalf, challenging his dismissal from service.

This Board has reviewed the evidence and testimony in this case, and we find that the Carrier acted within its rights when it applied the self-invoking provisions of Rule 21-A and terminated the Claimant's seniority. The record reveals that the Claimant was absent without notifying the Carrier from May 28, 1985, until June 17, 1985. On June 18, 1985, we find that the Carrier properly sent the Claimant

a letter informing him that he was being considered resigned in accordance with Rule 21-A.

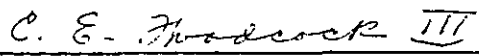
Rule 21-A was negotiated between the parties to allow the Carrier to deal with "walk-away" employees who are gone for 14 days without notifying the Carrier as to the reasons for their absence. It is a rule that exists throughout the industry and is not in any fashion unreasonable. The parties agreed to it. The Claimant was clearly in violation of the rule, and we find that there is nothing unreasonable about the Carrier invoking it in this case. Therefore, the claim must be denied.

Award:

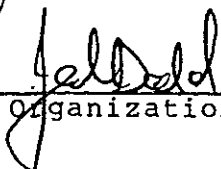
Claim denied.



Neutral Member



Carrier Member



Organization Member

Date: 8-18-88