

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 449

Case No. 449
UP File 890794

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

Statement
of Claim: (1) Carrier violated the Agreement, especially Rule 12,
when Trackman G. M. Findley was dismissed from service on
December 1, 1989.

(2) Claim in behalf of Mr. Findley for wage loss suffered
beginning November 7, 1989, until reinstated with seniority,
vacation and all other rights unimpaired.

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

Claimant Trackman G. M. Finley, was dismissed from
service following the holding of a formal investigation on
December 20, 1989 on the charge of his failure to protect
his job assignment from October 11, 1989 on.

Claimant was accorded the due process to which entitled
under Rule 12 - Discipline.

There was sufficient evidence adduced to support
Carrier's conclusion as to Claimant's culpability. The
record reflects that Claimant had not returned to work on
October 11. Nor had he shown up for work since then. The
record further reflects that Claimant had been instructed on
the proper method of requesting authority to be absent and
he had failed to properly do so. His Foreman testified that
he had talked to the Claimant on the morning of October 12
when the Claimant requested to be again absent on that day.
The Claimant did not offer any excuse for his absence on
October 11. Further, the Claimant did not work on October
12 even though he was denied the authorization to be absent.

Claimant Finley testified that he was aware of the
proper procedure to follow concerning absenteeism. However,
he did not call in to request authorization to be absent on
October 11. In fact, after the conversation with Track
Foreman Strump on October 2, Claimant admitted that he made

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no attempt to contact anyone at the railroad concerning his subsequent absences, which included his new foreman after he had been transferred to another gang. Consequently, in light thereof it is clear that the Claimant failed to protect his assignment beginning October 11, 1989.

While offering an excuse of a "medical emergency" on October 12 the record is absolutely silent thereon.

The Second Division Award 6710 (Dolnick) points out:

"Each employee has an obligation and a duty to report in time and work his scheduled hours, unless he has good and sufficient reason to be late, to be absent, or to leave early. Those reasons must be supported by competent and acceptable evidence. No employee may report when he likes or chose when to work. No railroad can be efficiently operated for long if voluntary absences are condoned."


Simply stated, in the 16 months of Claimant's employment he incurred an absentee record which could not be condoned. In fact, on August 23, 1989, Superintendent Packard wrote the Claimant and advised:


"I have corresponded with you on two different occasions since you were assigned as tamper operator on gang 3807 on July 7, 1989 concerning your failure to protect your work assignment."

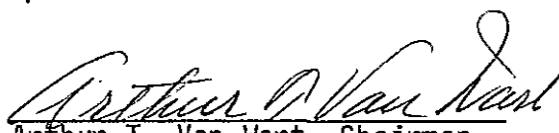
I appreciate the problems you encountered...but the plain fact is that we have a railroad to operate and maintain and I cannot afford to have a production tamper sit and wait for you."

The discipline is found to be reasonable. In the circumstances, this claim will be denied.

Award: Claim denied.


S. A. Hammons, Jr. Employee Member


D. A. Ring, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member