

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 599

Docket No. 599

U.P. File No. 920492

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

Statement

of Claim: (1) Carrier violated the Agreement, especially Rule 12,
when T. B. Magruder (SSN 494-68-5452) was dismissed from
service on July 15, 1992.

(2) Claim in behalf of Mr. Magruder for wage loss suffered
beginning May 1, 1992, 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.

Trackman/Driver T. B. Magruder was notified to attend a
formal investigation dated June 4, 1992 to attend on June
16, 1992 on the charge:

"...your alleged unauthorized absence and failure to protect
your assignment as Trackman/Driver on Gang 3664 for the
period beginning March 26, to and including this date.
Claimant failed to show thereat and the investigation was
conducted in absentia."

The Carrier concluded therefrom that Claimant was
culpable of the charge placed against him. He was dismissed
from service as discipline therefor.

The Claimant was accorded the due process to which
entitled under the investigation rule.

There was sufficient evidence adduced to support
Carrier's conclusion that Claimant was guilty of the charge
placed against him. The record reflects that Claimant was
counseled on March 9, 1992 by his supervisor regarding his
excessive absenteeism. The reason given by Claimant for
absence was that he needed three days off for his son's
required medical attention. Hence, the dates of absence
were authorized as of March 12, 23, and 24. He called in
before the shift started on March 25 and requested and was
granted an additional day off. However, nothing was heard
thereafter from the Claimant. As a result a letter was sent

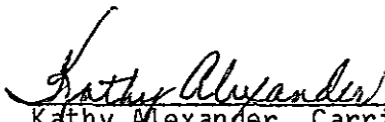
to Claimant, on April 28, advising that unless he was able to show just cause for his absence within 7 days of receiving the letter his name would be removed from the seniority roster and he would be considered as having resigned. Such action was contemplated pursuant to a Memorandum of Agreement dated January 27, 1981. The Claimant signed for that letter of April 28th on May 15th.

On May 21 the Claimant requested a 120 day leave of absence which was denied.

Thereafter, the Claimant was cited for the investigation at bar. The facts, simply stated, are that the Claimant was absent without authority in excess of thirty days. He was handled properly pursuant to the Memorandum of Agreement dated January 27, 1981. The Claimant failed to timely and properly respond and show just cause. This claim will be denied.

Award: Claim denied.


S. A. Hammons, Jr., Employee Member


Kathy Alexander, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued November 27, 1993.