

The record discloses that the grievant was absent on Saturday, April 14, 1956, having been scheduled off on the following day, Sunday, April 15, 1956; that he was absent on Saturday, Sunday and Wednesday, September 22, 23 and 26, having been scheduled off on Monday, September 24, 1956 and Tuesday, September 25, 1956; and, finally, that he was absent on Sunday and Monday, January 27 and 28, 1957, having been scheduled off on Saturday, January 26, 1957. The excuse given for the April 1956 absence was "wedding" and for the September 1956 and January 1957 absences was "sickness".

These absences were regarded by the General Foreman of the division, who testified, as disclosing a pattern of improper and unjustified extensions of days off warranting (after several oral discussions with the grievant concerning his absenteeism) the reprimand quoted above.

The Union presented no evidence with respect to the allegation of discrimination, and, accordingly, that issue must be determined in favor of the Company.

The position of the Union was that the employee "had a legitimate reason for being off" and that the reprimand was not justified. No direct evidence of a probative character could be presented by the Union in support of its position, in the absence of the grievant who, after having been instructed to appear as a witness at the arbitration hearing by the International Staff Representative failed to do so. There was some hearsay testimony that the grievant was sick on the day for which the excuse of "wedding" was given, but this testimony was not of such a character as to outweigh the evidence of the Company record or the direct testimony of the division General Foreman.

The Union also argued that the facts were not sufficient to establish any pattern of the kind of unauthorized absenteeism which, according to the Company, furnished the basis for the reprimand. Article VII Section 2 of the 1954 Agreement (Marginal Paragraph 93) provides in part:

"The superintendents of departments will, when necessary, continue the program of acquainting the employee with written notice of discipline or warning to stop practices infringing on regulations or improper workmanship."

The reprimand in this case falls within this language of the agreement as an appropriate "warning" for the purpose of acquainting the employee with the view taken by Management of his conduct and, if possible, forestalling repetition of such conduct, which might result in the imposition of disciplinary measures.

Finally, the Union complained that the warning in the reprimand has the effect of forcing employees to report for work while suffering illness in order to avoid disciplinary measures. I do not agree. On any occasion following the receipt of a reprimand, such as was received in this case, if an employee is ill, he is entirely free to assert the reason for his absence and, if any question of the validity of his excuse is raised by his foreman, he should seek to prove the fact of illness by production of such factual evidence as may be available. If the foreman does not accept his explanation, he has a full and fair opportunity in the course of the grievance procedure and at the arbitration hearing to demonstrate that his absence was justifiable and that discipline was improperly imposed. The requirement in the Agreement that discipline shall be "for cause" stands as a guarantee that arbitrary action will not be taken.

AWARD

The grievance is denied.

Peter Seitz,
Assistant Permanent Arbitrator

Approved:

David L. Cole,
Permanent Arbitrator

Dated: February 5, 1958