

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Alton and Southern Railway Company

Dispute: Claim of Employees:

1. That under the current agreement, Carman Larry Burroughs was unjustly dismissed from the service of the Alton and Southern Railway Company beginning July 21, 1977 account his violation of General Rule N (4) of the Uniform Code of Safety Rules. His personal record was also assessed.
2. That accordingly, the Alton and Southern Railway Company be ordered to compensate Carman Larry Burroughs for all time lost, plus six percent (6%) interest on wages, reinstatement to service with seniority rights, vacation rights, and all other benefits that are a condition of employment unimpaired, reimbursement for all losses sustained account loss of coverage under health and welfare and life insurance agreements during the time held out of service.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant was subject to investigative hearing on July 27, 1977, concerning his "alleged inability to protect your assignment at 4:00 p.m., July 20, 1977, and falsifying your reasons for laying off at approximately 3:35 p.m., July 20, 1977". As a result of the hearing, he was dismissed from the Carrier's service "account your violation of General Rule N (4) of the Uniform Code of Safety Rules."

Rule N (4) reads:

"... Employes must not be ... dishonest."

At the hearing, the Organization objected that the charge given to the Claimant in advance of the hearing was not precise, as required by Rule 19 (e). The Board does not agree. Claimant and the Organization were fully aware as to the date, time, and circumstances with which the hearing would be concerned. Claimant was provided full opportunity to explain the disparity between his reason for laying off on the day in question, and the contrary circumstances in which two Carrier representatives found him at the time he claimed he was too ill to work. A finding by the Carrier that Claimant had violated Safety Rule N (4) logically followed.

Nor, under the circumstances, is there any basis on which to question Carrier's suspension of the employe pending the investigative hearing.

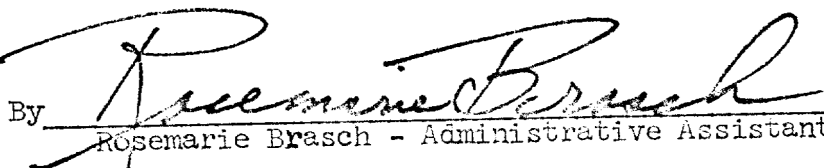
The Board sees no grounds on which to intervene in the disciplinary action taken by the Carrier.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 27th day of September, 1979.