

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
and Canada
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That Burlington Northern, Inc. violated the terms of the controlling Agreement when Division Superintendent G. W. Saylor did not set forth his reasons for denying this claim in letter to Local Chairman Bullock September 12, 1978.
2. That in violation of the current Agreement A. J. Castillo did not receive a fair and impartial investigation as Hearing Officer M. I. Smith did not act as an impartial investigating officer but assumed the roles of investigator, prosecutor and trial judge.
3. As a result Upgraded Carman A. J. Castillo was arbitrarily, capriciously and unjustly dismissed on July 28, 1978 from the service of the Burlington Northern, Inc. at Alliance, Nebraska.
4. That accordingly, the Burlington Northern, Inc. be ordered to compensate Upgraded Carman A. J. Castillo eight (8) hours at the pro-rata rate for each workday commencing July 28, 1978 and continuing until he is reinstated to Carrier service with seniority, vacation, pass rights and job protection benefits: that Carrier pay the premiums for hospital, surgical, medical and life insurance benefits for all time withheld from service, and restore all other benefits accruing other employees in active service during period of dismissal.

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 A. J. Castillo, a carman in carrier's service at Alliance, Nebraska, was terminated from service for sleeping on the job and, as a result, being responsible for the delay of Train 177 and Train 32K51. The organization denies these allegations and requests that claimant be restored to service with all benefits intact.

This Board has thoroughly reviewed the record of this case and has concluded that claimant's time out of service should be sufficient punishment to impress upon him the fact that he must be alert and attentive to his duties at all times. Claimant must also be aware that this reinstatement is a last chance for him to become a worthwhile employe and maintain his employment with carrier.

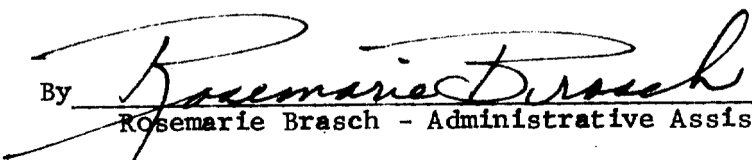
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Claimant shall be reinstated with seniority intact but with no back pay.

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 28th day of October, 1981.