

Award No. 1773
Docket No. 1714
2-PRR-URRWA-CIO-'54

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

UNITED RAILROAD WORKERS OF AMERICA, C. I. O.

**THE PENNSYLVANIA RAILROAD COMPANY—
Western Region**

DISPUTE: CLAIM OF EMPLOYEES: It is respectfully submitted that, within, the meaning of the Controlling Agreement, the Pennsylvania Railroad Company stands in violation thereof, in that H. N. Donelson was unjustly dealt with on the property of the Carrier.

Therefore, we claim H. N. Donelson shall be restored to service with seniority rights unimpaired and compensated for wage loss sustained, beginning November 10, 1952 (excluding December 12, 1952) and continuing up to the date of his return at the applicable freight car repairman helper rate.

EMPLOYEES' STATEMENT OF FACTS: There is an agreement—dated July 1, 1949 and subsequent amendments between the parties hereto, copy of which is on file with the Board and is, by reference hereto, made a part of this statement of facts.

At Rose Lake, Illinois, car shop, Southwestern Division, Western Region, The Pennsylvania Railroad Company, hereinafter referred to as the carrier, employs a force of carmen and carmen helpers.

The aggrieved, H. N. Donelson, hereinafter referred to as the claimant, was employed at the seniority point in question as a car repairman helper.

March 1, 1951, the claimant made application for employment with the carrier on employment from C.T.-180, which is submitted herewith and identified, as employes' Exhibit A.

November 10, 1952, the claimant was charged with—"Falsifying application for employment on March 1, 1951"—evidence of which is submitted herewith and identified as employes' Exhibit B.

Trial was held November 26, 1952, a record of which is submitted herewith and identified as employes' Exhibit C.

Pending outcome of trial, claimant's position of carman helper was bulletined under date of December 10, 1952, and is offered in evidence hereto as employes' Exhibit D.

Awards 419, 891, 1022, 2297. Not only was there no such abuse of discretion, but the evidence, while conflicting, amply sustains the charge."

There are numerous other awards of the National Railroad Adjustment Board to the same effect.

The carrier submits there is no evidence in the record that its action in disciplining the claimant in this case was in any way arbitrary, malicious, or in bad faith; and contends that, on the other hand, discipline was imposed upon the claimant only after a fair and impartial trial at which the claimant admitted his guilt of the offense with which charged. The claimant was afforded all of the rights granted by the applicable agreement and it cannot be said that a violation of such agreement occurred in the instant case.

Therefore, the carrier respectfully requests your Honorable Board to deny the claim of the employes in this matter.

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.

The parties to said dispute waived right of appearance at hearing thereon.

The carrier fulfilled the requirements of the Agreement in respect to hearing, and a study of the entire record connected therewith does not justify a sustaining award.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division.

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 27th day of May, 1954.