

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

Parties to Dispute: { International Association of Machinists and
 { Aerospace Workers
 { Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company schedule of rules, the Carrier unjustly dismissed Machinist Helper R. Robertson, effective July 3, 1978.
2. That, accordingly, the Carrier be ordered to restore R. Robertson back to service in the following manner: (a) Restore the Claimant to service with all seniority rights unimpaired, (b) Compensate Claimant for all time lost, (c) Make Claimant whole for all vacation rights, (d) Pay the premiums for hospital and surgical and medical benefits for all time held out of service, (e) Pay the premiums for group life insurance for all 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 R. Robertson was a Machinist's Helper employed by Carrier at the Locomotive Shops in Milwaukee, Wisconsin. Following an investigatory hearing held on May 25, 1978, he was dismissed from Carrier's service for threatening a fellow employe with a loaded fire arm. The case was timely appealed to the highest officer of Carrier authorized to handle claims. It was denied at the highest level and is before this Board for resolution.

Carrier contends that Claimant was observed by a number of employes arguing while pointing a gun at a fellow employe. That employe contends that Claimant pointed the gun at him and threatened to kill him. Claimant denies the allegations and says that he did not have a gun on the property. The Organization contends that claimant was not afforded a proper review of his case, as is required by Rule 34 of the controlling agreement.

A review of the record of this case reveals that Claimant was in fact afforded a full and fair hearing and that he had ample opportunity personally and through his representative to vigorously argue his case. No violations of Claimant's substantive or procedural rights are evident in this record.

There is no doubt that Claimant is guilty as charged and that Carrier justifiably disciplined him. Carrier saw fit, given the circumstances, to discharge him. This Board has no authority in this instance to reduce that penalty. Possession of a fire arm on company property is a serious offense. Using a fire arm to threaten a fellow employe is intolerable and cannot, under any circumstances, be tolerated. To return to Carrier's employ a person who threatened a fellow employe with a gun because he was annoyed would be to put the safety of all employes in jeopardy.

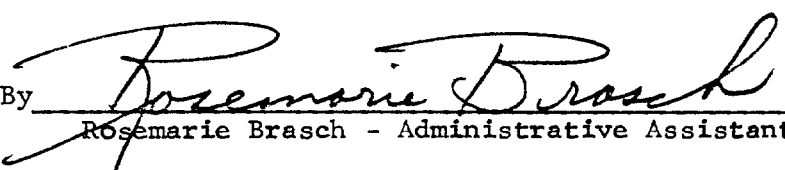
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 22nd day of September, 1982.