

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

Parties to Dispute: (International Brotherhood of Firemen and Oilers
(
(Burlington Northern Railroad, Inc.

Dispute: Claim of Employees:

1. That under the current agreement, Laborer, C. R. Hawkins was unjustly dismissed from the service of the Burlington Northern, Inc., on June 5, 1981.
2. That accordingly, the Carrier should restore Laborer C. R. Hawkins back to service -
 - (a) With his seniority rights unimpaired;
 - (b) Compensation for all time lost;
 - (c) Made whole all vacation rights;
 - (d) Pay premium (or hospital dues) for hospital, surgical and medical benefits for all time held out of service;
 - (e) Pay premium for his 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 employes 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, C. R. Hawkins, was initially employed by the Carrier on May 28, 1977, at its mechanical facilities in Springfield, Missouri.

We have extensively reviewed the record regarding this claim including the procedural arguments raised by the organization and it is our opinion that the arguments of the Organization, considering the Claimant's past record are not well founded.

Carrier contends that Claimant was removed from service on June 5, 1981, because of the following actions:

1. On January 24, 1981, Claimant had the hood of his car up after his lunch period ended;
2. On March 25, 1981, Claimant did not return to work after an unsuccessful attempt to donate blood;
3. On March 24, 1981, Claimant requested his check prior to payday "because he was leaving town."

Carrier contends that these actions taken by the claimant demonstrate that he was not attending to his assigned duties, nor was he in his work area, as well as being contrary to his employment obligations to the Carrier. Carrier also argues that Claimant's request to secure his paycheck early was based on a dishonest reason furnished by him and, therefore, another breach of proper behavior.

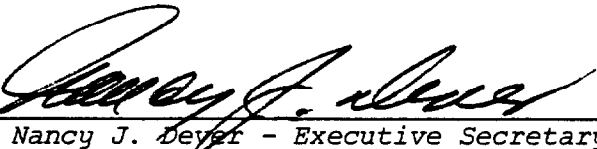
This Board has determined that the action taken by the Carrier in dismissing the Claimant from service was not unreasonable, arbitrary, and capricious. It is fundamental that this Board will not set aside action taken by the Carrier unless such action is unreasonable, arbitrary, or capricious. Since there is no finding in that regard, this Board will not set aside the action of the Carrier.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 19th day of September 1984.