

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **23906**  
Docket Number m-24263

George S. **Roukis**, Referee

(Brotherhood of Maintenance of Way **Employees**  
PARTIES TO DISPUTE: (**Illinois** Terminal Railroad Company

STATEMENT OF CLAIM: "**Claim** of the System **Committee** of the Brotherhood that:

(1) The **discipline** (reprimand) imposed upon **Mr. J. D. Kelley** for alleged violation of 'Rule 1' **was** unwarranted and on the basis of unproven charges.

(2) The claimant's record shall be cleared of the charge leveled against him."

OPINION OF BOARD: An investigation was held on August **30, 1980** to determine whether Claimant violated the Carrier's General **Regulations** and Safety Rules, specifically Rule 1 when he allegedly failed to report a personal injury that ostensibly occurred on July 2, **1980** while he was working on the Night Gang **#14** under the direction of Foreman w. R. Burg. Based on the investigative record, Carrier concluded that he violated this rule and officially reprimanded him for his omission. **This disposition was** appealed.

In defense of **his position**, Claimant contends that he apprised Foreman Burg that he hurt his back but he continued his work because it wasn't "hurting that **bad**". He argues that he was **unaware** of the extent of his injury and thus did not complete a written report before leaving the property. He asserts that he complied with Carrier's safety rules and the evidence of record establishes that he **comported** with the applicable regulations.

**Carrier** contends that **Claimant** never notified his foreman on July 2, **1980** that he was injured while pulling **spikes**, but instead made out **an** accident report on **July 18, some 16** days after the injury occurred. It avers that his foreman testified at the hearing that Claimant never reported his injury on July 2 and asserts **that** Claimant's testimony shows that he did not prepare an accident report until July **18**. It argues that he plainly violated Rule 1 which requires **employees** sustaining **injuries** while on duty or on company property to report the injury and cause to the **immediate** supervisor or person in charge before leaving the property and his failure to comply with this rule warranted the penalty imposed.

In our review of this case we agree with Carrier's position. Careful reading of the investigative transcript does not reveal that Claimant notified his foreman on July 2 that he was injured while working and his failure to report his injury was a clear violation of Rule 1. The testimony of Foreman Burg indicates that his injury wasn't reported on July 2, pursuant to the explicit **requirements** of Rule 1 and Claimant's averment that he told his foreman that he hurt his back is insufficient by itself to justify his claim. **He** was obligated

to report the injury on July 2 in accordance with Rule 1 and not wait **until 16** days later before filing an accident report. Rule 1 which is unambiguous and controlling herein, pointedly requires an **employee** to report an injury and the cause thereof to his **immediate** supervisor or person **in** charge before Leaving the property and the record shows that **Claimant** didn't observe this rule. He should have formally reported this injury. In Third **Division** Award **16023**, which sanctions Carrier authority to enforce **its** safety rules and regulations, we stated in part:

'There is no evidence in the record to support the claim:  
1) There is **nothing** in the **Agreement** which prevents Carrier from making and enforcing a safety and operating rule such as its Rule 11, so long as the specific instance of enforcement does not violate the Agreement."

Carrier's enforcement of Rule 1 in this instance did not violate the Collective Agreement and the discipline imposed for this infraction was certainly not **unreasonable**. We will deny the claim.

FINDINGS: The Third Division of the Adjustment Board, **upon** the whole record and all the evidence, finds and holds:

That the parties **waived** oral hearing;

That the Carrier and the Employees devolved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, **1934**;

That this Division of the Adjustment **Board** has jurisdiction over the dispute **involved** herein; **and**

That the Agreement was not violated,

A W A R D

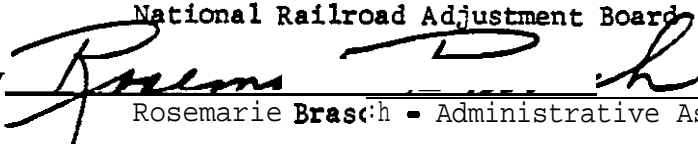
Claim denied.



NATIONAL RAILROAD ADJUSTMENT BOARD  
By **Order** of Third Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 8th day of June 1982.