

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24253
Docket Number MW-24285

Robert W. McAllister, Referee

PARTIES TO DISPUTE: {Brotherhood of Maintenance of Way Employees
{Detroit, Toledo and Ironton Railroad Company

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

(1) The dismissal of Trackman Alphonso Ward for allegedly 'having made false statements on your application for employment dated May 31, 1978' was without just and sufficient cause and on the basis of unproven charges.

(2) Trackman Alphonso Ward shall now be allowed the benefits prescribed in Agreement Rule 34(e)."

OPINION OF BOARD: By certified mail dated March 4, 1980, the Carrier informed the Claimant, Alphonso Ward, he was guilty of having made false statements on his application for employment and, thereby, was discharged. The Claimant began his employment with the Carrier in June of 1978, as a trackman. On December 13, 1979, the Carrier was served with a Notice of Hearing which named Everfresh Juice Company, Liberty Mutual Insurance Company, and Carrier as defendants and indicated the plaintiff to be the Claimant. This Petition for Determination of Rights was signed by the Claimant on July 27, 1979, and stipulated that the claim related to a personal injury which occurred on the premises of Everfresh Juice Company in December of 1977. Claimant stated the injury occurred when a case of juice fell on his feet and toes causing injury and disability to both feet and toes. This Petition also indicated Claimant had not yet recovered from the injury. The Claimant's pre-hearing statement taken on November 27, 1979, shows he worked for Everfresh from March 1977 to March of 1978.

On May 31, 1978, Claimant filled out an application for employment with Carrier and stated his employment with Everfresh Juice Company began in May of 1977 and terminated in May of 1978. His response to Question 14, "Have you ever been injured?" was negative. He also indicated he had no other physical disabilities.

The Organization contends the Claimant's discharge was without just and sufficient cause on the basis of unproven charges. Referring to Article XI, Section 1 of the 1978 National Agreement, the Organization argues this provision clearly provides that an employee's application for employment must be rejected within sixty days after establishing seniority. In this matter, the Organization believes the transcript establishes Carrier was furnished with the names and addresses of Claimant's former employers, including the necessary authority for Carrier to obtain any and all information concerning Claimant's employment by those companies.

The Board views this argument as without merit. The possibility of the Carrier uncovering the essential facts to support such a charge, as contained herein, begs the issue. The record supports the Carrier's finding of a violation, as charged. The integrity of employment consideration requires truthful and accurate answers to all questions. In summation, this Board finds no basis in the record to oppose Carrier's finding that Claimant falsified his employment application, and had the correct information been provided, the Carrier would not have hired the Claimant. This claim is, therefore, denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved 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
Rosemarie Brasch - Administrative Assistant



Dated at Chicago, Illinois, this 23rd day of March 1983.