

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24392  
Docket Number MW-24455

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way **Employees**  
(**The** Atchison, Topeka and Santa Fe Railway Company

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

(1) **The** Agreement was violated when **Trackmen J. R. Gooch, J. R. Dorrell** and R. J. **Holt** were each withheld from service for part of one (1) day (January 7, 1980) without just and sufficient cause and without benefit of the procedure stipulated in Section 1 of Article V (System File 1-P-415-4/11-160-220-67).

(2) **Trackman J. R. Gooch** and **R. J. Holt** each be allowed two and one-half (2-1/2) hours of pay at their respective straight-time rate and **Trackman J. R. Dorrell** shall be allowed six and one-half (6-1/2) hours of **pay** at his **straight-time** rate."

OPINION OF BOARD: **Claimants, Gooch, Dorrell, and Holt, are Trackmen in** Carrier's **employ in** Extra Gang No. 69. On Monday January 7, 1980, they showed up at work without their safety glasses. The Gang Foreman sent all three men home to get their glasses and took them off the clock while they were away from the job. **Claimant** Gooch and Bolt returned to work before noon and were docked 2½ hours a that day. **Dorrell** did not return to work on that day and he was docked 6½ hours.

A claim was filed by the Organization on behalf of the three named Claimants, alleging that Carrier violated the agreement by not supplying **Claimants** with glasses while on the job and for taking **them** out of service without an investigation. Carrier denied the claim on the basis that its actions did not constitute discipline as contemplated under Article V of the schedule agreement. It further argued **that** Claimants knew that they were supposed to wear safety glasses on the job. They have been told on numerous occasions that they must bring their safety glasses or they would be sent home to get them before they would be allowed to **work**.

On January 6, 1980, Claimants forgot their safety glasses and were supplied a pair, as is required by agreement. On January 7, however, Claimants did not **inform** the Foreman that they had left their glasses at home **until** they reached the job **site** at about 9:30. At this point, the Foreman told them to go home and get their glasses and he took them off the clock.

After a careful review of this record and an analysis of the points raised by both sides, this Board **must conclude** that Carrier's actions in this instance were justified. Claimants were well aware of the requirement to report to work with safety glasses. (**The** glasses Carrier kept available to use when **an** **employee** **accidentally** left his **glasses** at home for use only on an incidental basis.)

claimants took advantage of "loaners" on January 6. ~~Their~~ failure to report for work with safety glasses on ~~January~~ 7 appears deliberate and in defiance of a rule and the orders of the Foremen. Carrier need not tolerate such behavior.

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** 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 26th day of May 1983.

