

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 25455
Docket Number CL-24731

Ida Klaus, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(The Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (**GL-9658**), that:

1. Carrier violated provisions of the current Agreement with Clerks when without just cause, it suspended from service Agent C. N. White, Calhoun, Georgia, beginning **12:01** a.m., Monday, October 19, 1981 and ending **11:59** p.m., Wednesday, November **18**, 1981, or a total of 30 calendar days.

2. As a consequence, Carrier shall promptly compensate Mr. C. N. White for all time lost as a result of being improperly suspended from service commencing Monday, October 19, 1981 and continuing through Wednesday, November 18, 1981 and in addition thereto 8 hours on Thursday, September 17, a work day on which he was required to attend investigation, for a total loss of 212 hours - including Veteran's Day holiday, at the pro-rata rate of \$10.07 per hour plus all increases subsequent to his suspension.

OPINION OF BOARD: The Claimant protests a charge that he made false statements concerning the status of weights on cars, for which, after an investigation, he was suspended for 30 days.

As a **Leverman** and Agent, it was the Claimant's job to relay information on car weights to the Goodyear Company. He did this by telephoning the information to Goodyear and then mailing written certificates of the weights. On August 25, 1981, the Assistant Superintendent asked the Claimant if he was 'caught up' on weights for Goodyear; the Claimant said that he was. Later, after Goodyear officials complained that they had not yet received some weight certificates from the Claimant, he was again asked about the status of the weights and again he said that he was "caught up". On September 1 the Trainmaster received from Goodyear an envelope containing weight certificates sent by the Claimant which were postmarked one day after the Claimant had told the Assistant Superintendent that he was caught up, When confronted with the envelope, the Claimant offered as a principal explanation that he had not understood the Assistant Superintendent's question.

The Organization protests the suspension as unwarranted. **It** argues that there was a misunderstanding between the Claimant and the Assistant Superintendent as to what information the Assistant Superintendent was requesting from the Claimant when he asked about "the weights". The Claimant, it argues, thought that the Superintendent was asking only whether the weight information had been given to Goodyear, not whether weight certificates had been sent. It asserts that the Claimant understood the question this way because he believed that sending official weight certificates was not a part of his responsibilities.

Finally, it argues that the charge was unfairly vague and that the suspension was unsupported by the weight of the evidence and was, in any event, excessive.

After careful examination of the testimony, we find that the charge is fully supported by the evidence. The Claimant's testimony that he misunderstood the question put to him by the Superintendent is unconvincing. Although the Claimant may not have had the authority to issue official weight certificates, he did regularly prepare and send written statements of weight as part of his normal duties. He had no reason to believe that the Assistant Superintendent was not referring to the usual written statements.

Accordingly, we find that the Carrier properly concluded that the Claimant made false statements regarding the status of weight information given to Goodyear.

In light of the Claimant's relatively recent 45 day suspension on related charges, we find that ~~the~~ 30 day suspension imposed in this instance was reasonable.

Finally, we do not agree that the charge was vague or failed to alert the Claimant to the nature of the alleged violation.

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:


Nancy J. Pever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May 1985.