



Award No. 18103

Docket No. MS-18526

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

MR. JOSEPH CRETA

CHICAGO AND WESTERN INDIANA RAILROAD COMPANY

STATEMENT OF CLAIM: (1) The Carrier violated the provisions of the Collective Bargaining Agreement covering hours of service and working conditions between Chicago and Western Indiana Railroad Company and all that class of clerical, office, station and storehouse employes, when, following investigation held on August 29, 1969, it arbitrarily and without justification, dismissed Mr. Joseph Creta from service.

(2) Mr. Joseph Creta shall now be reinstated to the service of the carrier with seniority and all other rights unimpaired, and his record expunged of all charges.

(3) Mr. Joseph Creta shall now be compensated for any and all lost wages suffered as a result of his dismissal.

(4) In the alternative of being reinstated to the service of the carrier, and being compensated for all lost wages, Mr. Joseph Creta shall be given full severance pay.

OPINION OF BOARD: The Claimant was dismissed from Carrier's service on September 11, 1968, on charge that he falsified his application for employment dated June 30, 1953.

The Carrier contends that the claim as submitted to the Board is not the same claim as handled on the property, and requests that it be dismissed. The substance of the claim before the Board is the same as the claim that was handled on the property. Therefore, Carrier's request that the claim be dismissed is denied.

The Petitioner contends primarily that the charge preferred by the Carrier was not within the time limit requirement of Rule 25 of the applicable collective agreement. We find such contention untenable. The Carrier did prefer the charge against the Claimant within thirty days from date of knowledge of the offense, within the requirements of Rule 25.

At the investigation conducted on August 29, 1968, a transcript of which has been made a part of the record, substantial evidence was presented in support of the charge that Claimant's application for employment has been falsified.

This Board has consistently held that an employe who falsifies his employment application, irrespective of the elapsed time between the date of the application and the date when falsification was discovered, is subject to discharge. Awards 14274, 11328, 10090, 5994, 5665, 4391, and 4328.

The record compels us to sustain the discharge and deny the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1970.