

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21962
Docket Number CL-22064

James F. Searce, Referee

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8376) that:

(1) The Carrier violated the Agreement between the parties when, on February 20, 1976, it unjustly dismissed Ms. Lyn E. Thornton and Mr. R. M. Grosvenor from the service of the Carrier, and

(2) The Carrier, as a result, shall now reinstate Ms. Lyn E. Thornton and Mr. R. M. Grosvenor to their former positions with all rights unimpaired and reimburse them for wages lost from February 21, 1976 to date reinstated.

OPINION OF BOARD: This case involves an extra employe (Claimant Thornton) who was assigned by Carrier to "post" as an Operator-Leverman student with the regularly assigned Operator (Claimant Grosvenor) at Bridge #460, Cleveland, Ohio. Claimant Thornton claimed and was allowed eight (8) hours' pay for each day of her posting time. Claimant Grosvenor claimed and was allowed an additional \$5.00 as provided for in Rule 70 of the Agreement for each day that the student was assigned to post with him.

In the course of a routine follow-up by Carrier on Claimant Thornton's progress, it came to light that she had not posted a full eight (8) hours on any workday during the period November 4, 1975 through February 6, 1976, and, in fact, on at least seven dates did not report at all despite the fact that she claimed and was allowed eight (8) hours' posting time for such dates. During this same period, Claimant Grosvenor had verified Claimant Thornton's daily time claims, and, in addition, had himself claimed and was allowed a full \$5.00 posting allowance on each workdate during the period.

Both Claimants were subsequently dismissed from service following a hearing on charges arising from their actions in the matter.

We have carefully reviewed the entire record in this case and have considered all of the arguments advanced by all parties concerned. It is apparent from the testimony of record, including Claimants' own admissions and the uncontroverted testimony of Carrier's witnesses, that there is substantial evidence to support the charges. The discipline administered by Carrier is commensurate with the gravity of the proven offenses and we will not substitute our judgment for that of the Carrier.

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: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1978.