

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 Holt returned to work before noon and were docked 2½ hours on 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 employe 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 Foreman. 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 Employee involved in this dispute are respectively Carrier and Employee 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.

