

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Soo Line Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line:

On behalf of D. L. Knock, for restoration to service with all time lost and benefits paid, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the Discipline Rule." Carrier file 900-16-B-59.

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

By letter dated September 15, 1987, the Claimant was notified that a Hearing would be held on September 24, 1987, in connection with his cashing of Soo Line Check No. 650073 and the alteration of this check on August 17, 1987. The Hearing was held as scheduled. The Claimant was present and represented throughout the Hearing. He offered testimony on his own behalf and he and his representative were permitted to either examine or cross-examine all others who testified at the Hearing. Subsequently, by letter dated October 7, 1987, the Claimant was notified that, based upon the evidence adduced at the Hearing, he was dismissed from the service of the Carrier.

This dismissal from service has been appealed on the Claimant's behalf through the normal grievance procedures on the property and, failing to reach a satisfactory conclusion during such handling, has come to this Board for final adjudication.

The Board has reviewed the Hearing transcript and has heard and considered all of the written and oral arguments which have been advanced by the respective parties. It is the conclusion of this Board that the Claimant has been accorded all of the due process rights to which he is entitled under the provisions of the negotiated Rules Agreement. The notice of charge, while not a textbook example, was nonetheless sufficiently clear and precise so as to permit Claimant to prepare his defenses. He was not surprised and did, in fact, present his defense during the Hearing. There was a pre-Investigation conference which met the requirements of Rule 32(e).

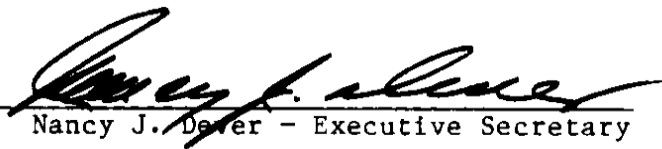
A review of the Hearing transcript reveals that there is more than substantial evidence to support the conclusion that the Claimant did, in fact, alter and cash the check in question. During the Hearing, he admitted that "Well, no doubt I handled this wrong." He acknowledged that he knew what the proper procedure was relative to contacting the payroll department when or if he experienced difficulties or problems with pay checks. The record clearly shows that he did not try to ascertain the validity of the check in question which was dated more than one year prior to the time he allegedly found it in a desk drawer. Rather, he cavalierly made alterations on it by blocking out the six-month validity reference and proceeded to cash it. This type of act required deliberate consideration. This is an act of dishonesty. Dishonesty need not be tolerated by the Carrier. Claimant's actions were of such a nature as to justify the action which Carrier took in this case. We cannot, and do not, find Carrier's actions to be arbitrary or capricious or excessive.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1990.