

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29711
Docket No. SG-29625
93-3-90-3-627

The Third Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Railway Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Systems (SOU):

Claim on behalf of T. Fitzgerald, for payment of thirty (30) days pay at his pro-rata rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 23, when it did not find him guilty and assessed him with excessive discipline." Gen'l. Chmn's. File No. SR-3190. Carrier's File No. SG-GBRO-89-5. BRS Case No. 8203-SOU.

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 employe 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.

The Claimant was notified on November 30, 1990 to attend an investigation to determine facts and place responsibility, if any, in connection with failure to follow instructions. He was charged with driving a company vehicle home on November 22, 1989, and with not securing the tool bin on the truck. After the investigation which was held on January 19, 1990, the Claimant was advised that he had been found guilty as charged and he was assessed a thirty day suspension.

According to the Carrier, company policy pertinent to this case are instructions on tool security issued on July 9, 1986, to all S&E Supervisors and all Project Managers. This policy states the following, in pertinent part:

"Immediately instruct all of your people that when they are carrying such tools as their grinders, bonding drills, etc. on their truck, they will secure them to the truck bed with a chain or cable and lock and keep secured when not in use and at anytime the truck is left unattended." (Emphasis in original)

On July 15, 1983, the Claimant himself was instructed not to take a company vehicle home overnight. That correspondence to the Claimant by supervision reads as follows and is entered here, in pertinent part, for the record:

"This is to notify you that you will not take company vehicle to your residence or other properties (other than a service garage) for overnight parking. Company vehicle will be parked in fenced area provided at your headquarters when not in use on company business, unless you have permission to drive vehicle home by C&S supervisory personnel.

Any further non-compliance with outstanding instructions by you will be handled as company policy provides."

According to testimony at the investigation by the General Supervisor-S&E, the Claimant had further been instructed by him later in 1989, after a meeting with the Claimant to that effect, "...not to drive his truck home for any purpose." This witness testified that the Claimant agreed to this. The Supervisor of S&E who charged the Claimant in this case also testified, at the investigation, that the Claimant had been instructed not to take a company truck home with him. At the investigation the Claimant himself admits that he took his truck home with him for the Thanksgiving holiday, 1989, and that he did not have permission to do so. There is also evidence that the Claimant left the tool bin unlocked while the truck was parked by his house.

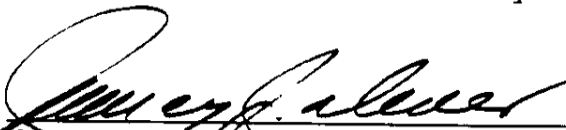
There are arguments presented by the Claimant to the effect that he took the truck home with him because of forecasts of freezing rain over the Thanksgiving holiday and because he was being held on call that weekend. Neither these arguments, nor those put forth relative to problems that Signalmen working for the Carrier had, which are associated with Hurricane Hugo, is pertinent to the instant case. The simple fact is that the Claimant violated company policy when he took the truck home without permission, and when he left the tool bins unlocked. In view of the fact that he had been warned on a number of occasions not to do this, the Board can only conclude that the discipline issued by the Carrier was not unreasonable and the Board must rule accordingly.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever, Secretary To The Board

Dated at Chicago, Illinois, this 16th day of July 1993.