

Award No. 17

Case No. 15

Docket No. MW-1124

Parties Brotherhood of Maintenance of Way Employees

to and

Dispute Illinois Central Gulf Railroad

Statement of Claim Carrier violated the effective Agreement on April 7, 1977, by unfairly and arbitrarily suspending Claimants from service for five (5) days each.
2. Claimants Rodger Vail and Ronald Roberts shall be compensated five (5) days each for the unjust time loss period. Also, they shall be compensated for the Holiday (Good Friday) that they would have been paid for if they had been retained in service.

Findings The Board, after hearing upon the whole record and all evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated January 23, 1978, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

Claimant Vail, on March 1, 1977, acting in behalf of himself and Claimant Roberts wrote a grievance letter concerning a B&B Supervisor to Officials of the Illinois Central Gulf Railroad and a Representative of Amtrak. Said letter was also signed by Claimant Roberts.

In said letter Claimant Vail charged that the B&B Supervisor had misappropriated funds by assigning employees in the gangs under his jurisdiction to do unauthorized work for his own benefit and the benefit of a school and that he charged the work performed to the Company and Amtrak. He further charged that said Supervisor was guilty of unfair favoritism and discrimination in the manner in which he assigned work to different employees. As a result of such letter an inquiry was held on March 14, 1977 to review the circumstances concerning such charges.

That inquiry found that indeed the B&B Supervisor, a long service employee, had improperly assigned B&B Gangs to do unauthorized work and that he had improperly

charged the work to the Company and Amtrak. As a result thereof said Supervisor was demoted. It also became apparent that both Claimants had known of the unauthorized work being done, at least several weeks before Claimant Vail wrote the letter, and, further, that several statements in Mr. Vail's letter were false. Consequently, it was decided to hold a formal investigation to determine the responsibility of both Claimants with regard to the withholding of information vital to the Company's interest and the making of false statements.

As a result of that investigation Carrier concluded that both Claimants had violated Maintenance of Way Rules Q and U by withholding information affecting the interest of the Company and making false statements concerning the B&B Supervisor. Both Claimants were each suspended five (5) days for violation of said Rules.

The Board finds that there is no deficiencies to bar a review of the case on its merits. Maintenance of Way Rule Q reads:

"Reporting negligence. Employees are required to report any misconduct or negligence affecting the interest of the railroad company. Withholding such information will be considered proof of negligence or indifference and treated accordingly."

Rule U reads:

"Dishonesty, desertion from duty, insubordination, willful neglect, gross carelessness, making false reports or statements, concealing facts concerning matters under investigation, immoral character or a serious violation of the law are prohibited.

Employees are forbidden to make unauthorized charges for service performed in the line of duty."

It appears that there was sufficient credible and competent testimony adduced at the investigation to support Carrier's conclusion that Claimants not only knew of the Supervisor's indiscretions at least three weeks to a month before the letter was written, but had been aware of it for a long period of time and that they had never taken any affirmative action to report same to the Carrier.

When the B&B Supervisor involved abolished the job of Claimant Roberts because he had found both Claimants drinking coffee, it then appeared that such action on his part acted as a catalyst to their taking action against the B&B Supervisor. At the investigation both Claimants admitted that many of the statements made in the letter were erroneous.

We conclude that Carrier has the right to expect absolute loyalty and full cooperation from its employees. If an employee fails to meet such obligation he subjects himself to disciplinary action. See Third Division Award 2496 (Carter) in this connection. Here, Claimants were guilty of having withheld pertinent information of another employee's dishonesty which not only embarrassed Carrier but served to place it in a position of serious liability with another Carrier (Amtrak). Their omission of duty served to and did undermine the well being and reputation of their employer.

The Board duly noted that Claimants only undertook the action they had solely as the result of their belief that the Supervisor had discriminated against them by abolishing Claimant Roberts position. Otherwise, the B&B Supervisor's dishonesty may never have seen the light of day. This, notwithstanding that Claimants possessed this vital information all along but had failed to reveal it except in spite and revenge. In addition, it is clear that both Claimants had made false statements in regard to other employees, and that they so admitted.

Consequently, the Board finds that the discipline imposed was most reasonable. In the circumstances this Claim will be denied.

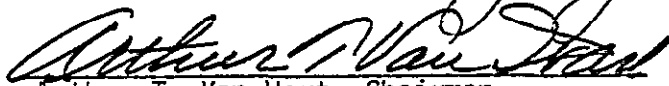
Award Claim denied.



J. Palloni, Employee Member



M. G. Hagen, Carrier Member



Arthur T. Van Wart, Chairman
and Neutral Member