

PUBLIC LAW BOARD NO. 7120

PARTIES TO DISPUTE: (BROTHERHOOD OF MAINTENANCE OF WAY
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(CSX TRANSPORTATION, INC.
PUBLIC LAW BOARD NO. 7120

STATEMENT OF CHARGE:

By letter dated June 27, 2011, M. C. McLain, Roadmaster MW Great Lakes Division, notified M. D. Devitt ("the Claimant") to attend a formal Investigation on July 7, 2011, at the Carrier's Great Lakes Engineering Office conference room in Strongsville, Ohio, "to determine the facts and place your responsibility, if any, in connection with an incident that occurred at approximately 1230 hours, on June 9, 2011 at or near mile post QI 110.5, on the Mt. Victory Subdivision, in the vicinity of Marion, Ohio. It is alleged," the letter continued, "that, you left work without permission from Track Supervisor Michael McLain. It is further alleged," the letter proceeded, "that you paid yourself for a full day of work." The Claimant, the letter stated, was "charged with failure to properly perform the responsibilities of your position, and possible violations of, but not limited to, CSXT Operating Rules – General Regulations GR-1 and GR-15."

FINDINGS:

Public Law Board No. 7120, upon the whole record and all the evidence, finds that:

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

The Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Claimant, M. D. Devitt, was employed by the Carrier as a Machine Operator and, at the times material to this proceeding, operated a Jackson 6700 Tamper Machine for the 5GB6 surfacing team. He began his employment with the Carrier on November 6, 1973.

The Claimant's workweek was Monday through Thursday, 6:30 a.m. to 5:00 p.m., a 40-hour week, 10 hours a day. On Thursday, June 9, 2011, Bob Coppus was foreman of the team and Daniel Moore was the Employee-in-Charge ("EIC") who obtained track time for the team. Roadmaster M. C. McLain was Track Supervisor. That morning, in a telephone job briefing, Mr. McLain instructed the surfacing team to go to QI 118.5 to 118.7 to fix a cross-level track defect that was located around milepost 118.6.

Track Supervisor McLain testified that in the 7:00 a.m. telephone job briefing that day he did not instruct the team what to do after they repaired the cross-level defect, but at 8:00 o'clock "I did call . . . and I said when you finish give me a call and we'll go from there." Mr. McLain identified the person that he spoke to as Mr. Moore. On direct examination the conducting officer asked Roadmaster McLain, "During your morning job briefing, did Mr. Devitt speak up and say that he needed to be off for any reason that day?" He answered, "No." (Tr. 9).

About 12:30 Roadmaster McLain called Foreman Coppus but got no answer. He then tried EIC Moore's number, who answered. Mr. McLain asked him if he was able to get the spot at 118.5 on the single main track. Mr. Moore said that they had. Mr. McLain asked Mr. Moore where they were headed next. Mr. Moore said that they had gone home. According to Mr. McLain, around 5:00 p.m. he called Randy McKee, another member of

the team, who answered the phone, and, in response to Mr. McLain's inquiry of "where they were," "said that they had gone home." Mr. McLain testified that he also tried to call Mr. Devitt but didn't get an answer.

Roadmaster McLain drove back to Marion, Ohio, arriving about 1:30 p.m. He saw that the machines were locked up. He then went to the spot where the defect was near milepost 118 and verified that the cross-level defect had been fixed. About 5:00 p.m. Roadmaster McLain went to the office in Marion, and saw Mike Moore there. Mr. Moore had come to the office in his personal vehicle to change the payroll from four 10-hour days for all members of the team to 6 hours paid, 4 hours absent with permission. Mr. Moore normally entered payroll for the team on Thursdays, Mr. McLain stated.

Mr. McLain testified that Mr. Moore approached him outside at that time and apologized for leaving early. He told Mr. Moore that it would be beneficial for him to leave the property and that they would discuss the matter on Monday when everybody was back. "Nobody at any time from 5GB6 had called me, texted me to inform me that they had finished the task and were leaving early for the day," Mr. McLain testified.

After the workday on the following Monday, Supervisor McLain met with the entire team. He instructed them, he testified, to change their payroll to six hours worked and four hours leaving without permission. Leaving without his permission, he told them, was uncalled for and unacceptable. Asked by the conducting officer whether Mr. Devitt gave any type of explanation, Mr. McLain testified that he said that he did not expect to get paid for the full day and that "basically the team apologized for leaving early." Questioned by the conducting officer as to what kind of an employee Mr. Devitt is, Mr. McLain stated, "Mr. Devitt is a fine employee. I've had no attitude issues, no work related issues with Mr. Devitt. . . . with my limited experience on the railroad he's one of

the best Jackson operators we have on the system.”

The conducting officer asked Mr. McLain if Mr. Devitt had anything to say to him on Monday. Mr. Devitt, Mr. McLain testified, came to him on Tuesday morning and said that the previous Thursday after he left work he retrieved an impact wrench from Nick Nelson, a former operator on the team who had borrowed the wrench and taken it home to fix a snowplow. The conducting officer asked Mr. McLain if Mr. Devitt told him this on Monday evening. Mr. McLain stated, “He may have but I do not remember.” Their conversation, he testified, may have been Monday evening when the group was all together.

In response to questioning by Claimant Devitt, Roadmaster McLain testified that several times he and Mr. Devitt talked about getting the tool; they discussed that if there was a day in which Mr. Devitt was out early and would be able to pick up the tool from Rick Nelson, he should do so. He told Mr. Devitt, Mr. McLain testified, that he would pay him two hours and 40 minutes to go get the tool. “We did talk several times leading up to that, leading up to retrieving the tool that . . . if we had the opportunity to get the tool that presented[;] we would be shut down for train clearance in or something we have the opportunity to go get the tool.” Mr. Devitt asked Mr. McLain, “And Mr. McLain, didn’t you give me permission to pick up that tool that was borrowed by H. R. Nelson?” He answered, “We did talk several times, I did say, if the opportunity presented itself, let’s go get the tool. I did make that statement; yes.” (Tr. 16).

Mr. McLain testified that Mr. Moore input the time for Mr. Devitt, that Mr. Devitt did not input his own time. For Thursday, June 9, 2011, Mr. Devitt was paid eight hours and docked two hours, he believed, Mr. McLain stated.

Claimant Devitt testified that on the date in question, June 9, 2011, his

supervisor was Mr. McLain. That morning, he stated, he had a conversation with Mr. McLain in which Mr. McLain said that if he (Mr. Devitt) had a chance to hook up with Rick Nelson and retrieve the impact wrench to do so. Around 12:15 or 12:30 p.m., according to Mr. Devitt, the dispatcher told the team's EIC to clear the single main track because four or five trains had to pass through. At that time, he testified, his foreman in charge of the track, R. A. Coppus, and the EIC, Daniel Moore, gave him permission to leave and retrieve the tool, and that's what he did.

Mr. Devitt, according to his testimony, left around 12:30, first drove home, and then drove in his own vehicle to near Dayton, Ohio, where he met the other employee and picked up the tool around 6:15 or 6:20 p.m. He did not expect overtime pay, Mr. Devitt testified, because they did leave early. He was paid eight hours for the day, and he figured eight hours was fair, he stated. Mr. Devitt testified that he is not saying that Mr. McLain did or did not try to call him that day, but that he had no record of Mr. McLain trying to contact him and that if he (McLain) would have called, he (Devitt) would have picked it up.

In the team meeting with Mr. McLain the following Monday evening, Mr. Devitt testified, when Mr. McLain brought up about their leaving early, he informed Mr. McLain that he had spoken to him on Thursday about retrieving the tool; that he had retrieved the tool; and had placed it back in the Jackson 6700 Tamper Machine. The conducting officer asked Mr. Devitt what he would normally do if he had to leave work early for a reason such as to go to a doctor's appointment. "I would normally notify the supervisor in the morning, give him a heads up," Mr. Devitt stated.

Mr. Moore normally recorded the team's time on Monday, Mr. Devitt testified. The other team members would compare notes with him, Mr. Devitt stated,

such as paid lunch or overtime, and help him input the time. The conducting officer called Mr. Devitt's attention to General Regulations GR-1, which provides in pertinent part as follows:

GR-1 Employees must report for duty at the designated time and place.

Without permission from their immediate supervisor employees must not:

1. Absent themselves from duty, or
2. Arrange for a substitute to perform their duties.

Mr. Devitt testified that on June 9, Daniel Moore, the EIC in charge of the track protection that day, was told by the dispatcher to clear up because the Carrier had four or five trains to operate over the main track about 12:15 or 12:30. The dispatcher, according to Mr. Devitt, said to put his machine in the clear, that it wouldn't be getting out the rest of the day. It was at that point, Mr. Devitt testified, that his foreman said that he had permission to get the impact wrench that had been borrowed by Mr. Nelson. Mr. McLain testified that neither Mr. Moore nor Mr. Coppus called to inform him that they were in the clear.

Mr. Devitt was asked by his Organization representative if he knew what the terms of his agreement state "as far as the Rule 1 in regards to the foreman's position." He stated that the track foreman directs employees under their jurisdiction, "and it used to be for years that was my immediate supervisor." Both Mr. Moore, who was the EIC in charge of the track, and Mr. Coppus, who was in charge of the work, gave him permission to leave, Mr. Devitt testified.

In response to questions by his Organization representative, Claimant Devitt testified that the allegation in the charge letter that he "left work without permission from Track Supervisor Michael McLain" was not correct because "I had his permission that

morning to retrieve the tool.” Nor, he testified, was the allegation in the charge letter true that he paid himself for a full day of work.

After the foregoing testimony given by Claimant Devitt in reply to questions from his Organization representative, the conducting officer asked Mr. Devitt, “Mr Devitt, you said that you spoke with Mr. McLain about retrieving this tool that morning?” Mr. Devitt answered, “Yes. It’s been ongoing.” The conducting asked, “So, you told Mr. McLain that that day you were going to leave that afternoon and go get the tools?” Mr. Devitt replied, “If the opportunity presented itself.”

Mr. Devitt testified that he was in the truck when the foreman spoke to the dispatcher who said that they were done for the day so far as tamping track. The truck, he stated, was on a spur siding when the conversation with the dispatcher took place. The conducting officer asked Mr. Devitt, “And you stated earlier that you did not notify Mr. McLain before you went to go retrieve this tool?” He answered, “Mike [Mr. McLean] never told me to notify him. He had, we had spoken that morning. He had told me to get the tool if the opportunity presented itself.” The conducting officer followed up with Mr. Devitt, “So, would there have been any way Mr. McLain knowing that you left that day to go retrieve this tool on that day?” Mr. Devitt stated, “The opportunity presented itself. I was released by my foreman in charge, my immediate supervisor. He, Mike [Mr. McLain] did not tell me to re[-]call him. So, I did not re[-]call him.”

Mr. McLain was recalled and was questioned by the conducting officer about the testimony that Mr. Devitt had permission to go after the tool when the opportunity presented itself and that the instruction was given several times. The conducting officer asked if that was accurate. Mr. McLain testified, “Yes, we did talk about going and retrieving the tool if we had the opportunity. It was talked about over the previous 4

weeks that tool was missing.” The conducting officer then asked, “So how would you expect Mr. Devitt to go after this tool? Is he expected to do it on Company time? Did you expect him to do it on his own time?”

Mr. McLain answered, “I expected him to do it on Company time; not on his own free will and accord, no. To let me know that if we were shut down due to track time and we did have that opportunity he, arrangements would be made and say, hey we got the availability here do you want me to go get this.” The conducting officer followed up with the question, “Who was supposed to notify you that . . . this was occurring?” Mr. McLain stated, “Either the foreman or Mr. Devitt himself.” According to Mr. McLain, Mr. Devitt should have told Mr. Moore and Mr. Coppus to please inform the supervisor that he was leaving the property. Nobody – not the foreman, not the EIC, and not Mr. Devitt – informed Mr. McLain that Mr. Devitt was leaving the property.

In a closing statement in his own behalf, Claimant Devitt declared that he was given permission to leave work by both EIC Daniel Moore and Acting Foreman Coppus; that he does not input time, the foreman inputs time; and that he is not guilty of either charge. The Organization representative, in a closing statement on the Claimant’s behalf, argued that the Carrier has failed to meet its burden of proof to show that Claimant Devitt was guilty of either of the alleged charges.

Following the closing of the hearing, by letter dated August 10, 2011, the Division Engineer notified Mr. Devitt of the Carrier’s determination that the hearing was conducted in accordance with his contractual due process rights. “Based on the evidence presented at the investigation,” the Division Engineer stated, “it is my decision that the discipline to be assessed is a Timeout with five (5) days overhead suspension for a period of one (1) year.”

By letter dated August 23, 2011, the Second Vice Chairman of the Organization notified the Carrier that the discipline was being appealed. The appeal letter states that a review of the transcript showed that the Carrier failed to meet its burden of proof and that “therefore, the discipline is arbitrary and capricious and we are seeking exoneration for Mr. Devitt.” The appeal argues that “the Track Foreman, Mr. Devitt’s immediate supervisor, sent the members of his gang home before the normal quitting time on June 9, 2011.” The appeal further contends that “the Track Foreman entered the employees work time, not Mr. Devitt.”

The Claimant, the Carrier asserts, was provided a fair and impartial hearing. On the merits, the Carrier argues that “probative evidence brought forth during the investigation unequivocally establishes the Claimant’s violation of CSXT Operating Rules GR-1 and GR-15.” The Claimant, the Carrier contends, violated Rule GR-1 by leaving work without permission from his Supervisor. At no time during the morning job briefing, the Carrier argues, was there any conversation about an early release for the Claimant or for the team as a whole. Despite the lack of any prior discussion of an early release, the Carrier asserts, the Claimant and the remainder of the crew finished the assigned task and went home without approval or confirmation from their immediate supervisor. The Claimant simply left without permission, the Carrier asserts.

The fact that the Claimant’s foreman gave him permission to leave, the Carrier argues, is not a defense because the foreman is not the Claimant’s immediate supervisor for purposes of Rule GR-1, and he could not grant the Claimant permission to go home early. The Claimant knew that he was supposed to contact his supervisor, Mr. McLain, and not his foreman if he wanted to leave early, the Carrier asserts. Therefore his defense that he received permission from his foreman, the Carrier argues, should be rejected by

the Board. In addition, the Carrier asserts, the Claimant testified that he did not receive permission from Mr. McLain to go home at 12:30.

The Carrier acknowledges that Supervisor McLain did give the Claimant permission to get a tool from another employee, but argues that this permission did not extend to the Claimant's leaving work early. According to the Carrier both Mr. McLain and the Claimant agreed that they had a clear understanding that retrieving the tool was to be done during work hours with a company vehicle. Such permission, the Carrier contends, did not extend to giving the Claimant permission to go home early and then pick up the tool after work hours.

The record, the Carrier asserts, also demonstrates that the Claimant violated Rule GR-15 in that his payroll for the day stated that he worked from 0630 until 1700 hours, even though he went home at 12:30. The fact that another employee entered his payroll is not a valid defense, the Carrier argues, because it does not excuse the Claimant of the responsibility to make sure that the payroll entries made in his behalf are correct and accurate. The foreman, the Carrier asserts, acted as agent for the Claimant and entered the time on his behalf. Had the Claimant entered his own time, the Carrier argues, he would also have entered 0630 to 1700. Therefore, the Carrier contends, that defense is without merit, and the Carrier has proved the Claimant's violation of Rule GR-15.

The discipline assessed was appropriate under the terms of the IDPAP, the Carrier argues, since the Rule violations here involved are categorized as Serious Offenses. Since this was the Claimant's first serious offense, the Carrier contends, a timeout and a five-day overhead suspension were the proper discipline.

To begin with General Regulations GR-15, it states as follows:

GR-15 Time or wages must not be claimed on payroll, except for work actually

performed:

1. By the person whose name appears on the roll.
2. In accordance with agreed-to rules.

Actual time that each member of a crew goes on and off duty must be shown on the payroll. This must be done, regardless of the assigned hours.

Three payroll entries were made for the Claimant at different times for Thursday, June 9, 2011. The first entry was made by Mr. Moore, the regular foreman who was acting as EIC on that day. At 12:30 p.m. he entered 10 hours on the payroll for all four members of the team, including the Claimant. The Claimant denied that he saw that entry (Tr. 30), and no evidence was presented that he did see it.

At 1700 hours on June 9th, Mr. Moore returned to the office and changed the payroll entries for all four team members to six hours worked and four hours excused. Supervisor McLain told Mr. Moore that it would be in his best interest to leave the property, thereby showing his disapproval of Mr. Moore's action.

After he left work on Thursday, the Claimant was not scheduled to work, and did not report for work, until the following Monday morning, June 13, 2011. In the morning job briefing Supervisor McLain informed the team that he wanted to meet with them at the end of their workday to discuss what happened on Thursday, June 9th. The supervisor having informed the team that he was going to discuss the events of Thursday with them at the end of the day on Monday, it would not have been appropriate for any changes to be made in the payroll time entries before the discussion was held that afternoon.

In the afternoon discussion, Claimant Devitt testified, he told Supervisor McLain that he had spoken to him Thursday about retrieving the borrowed tool, that he had retrieved the tool, and had placed it back on the 6700 Tamper Machine. (Tr. 24).

Although Supervisor McLain was recalled to testify at the hearing, he did not deny the foregoing conversation with Mr. Devitt. Nor, when recalled after the Claimant's testimony, did he deny that on Thursday morning Mr. Devitt spoke to him about leaving to retrieve the tool.

Supervisor McLain testified in response to questions by Mr. Devitt, "We did . . . talk several times about getting the tool and the opportunity would present itself that we was able to go get the tool, you did say that, . . . I said if you did go get the tool, I said I would pay you for your 2 hours and 40 minutes calling [sic] to go get the tool and you were right on that answer." Supervisor McLain also stated, "We did talk several times . . . leading up to retrieving the tool that . . . if we had the opportunity to get the tool that presented we would be shut down for train clearance . . . or something we have the opportunity to go get the tool." (Tr. 15). Supervisor McLain did not deny that one of the conversations between him and the Claimant on the subject of retrieving the tool took place on the morning of June 9, 2011.

After the workday on Monday, June 13, 2011, Supervisor McLain discussed with Mr. Devitt the question of the appropriate pay for him for Thursday, June 9th. It was agreed between the two of them that 8 hours' pay would be a fair payment. That was approximately two hours more than the other team members received for the day and reflected the fact that Supervisor McLain had previously told Mr. Devitt that he would pay him for his time in retrieving the tool which belonged to the Carrier and was regularly used in connection with the work of the Tamper Machine.

This Board is unable to discern in the record of this case any violation on the part of Claimant of General Regulations GR-15. The Carrier seizes on the testimony of Mr. Devitt that he expected to be paid for the entire day and gives transcript references at

pages 23 and 30 in support of its assertion. On page 23 the Claimant was asked, "When you came to work that morning that Thursday morning, did you expect to be at work all day?" He answered, "Yes." He was then asked if he expected to be paid for being at work all day, and he answered, yes, that he expected to be paid for a 10-hour tour. But that testimony clearly related to the beginning of the day before he knew that an opportunity would present itself to retrieve the tool.

With regard to the second transcript reference, page 30, the Claimant testified that he did not know that his time was cut at 12:30 on Thursday. The conducting officer followed up with, "So far as you know you were being paid?" He answered, "As far as I know I was being paid to go do what I was given permission to do by Mike McLain, Mr. McLain." That was a true statement. Mr. McLain did pay Mr. Devitt for the time he spent in retrieving the tool. He paid him approximately two hours more than he paid the other team members for that day. The Carrier is not able to point to any testimony or other evidence that the Claimant authorized payment to himself for 10 hours of work on June 9, 2011, or that he saw the first payroll entry made by Mr. Moore for him on that day. The Board finds that the Carrier has not proved by substantial evidence that the Claimant violated General Regulation GR-15 or that he paid himself for a full day of work on June 9, as alleged in the charge letter.

The Claimant is also charged with violation of General Regulations GR-1 in that he allegedly "left work without permission from Track Supervisor Michael McLain." In the course of the hearing, the Claimant offered two defenses to the charge. First, he testified that both his foreman and the EIC gave him permission to leave early on June 9th. Second, he stated that Supervisor McLain gave him permission to leave early if the opportunity presented itself to retrieve the borrowed tool.

The first reason given by the Claimant in his defense is not an adequate defense in the Board's view. A foreman directs employees regarding their work assignments, but is not considered a supervisor. Claimant Devitt's own testimony shows that he was aware of this. Thus his Organization representative asked him, ". . . [D]o you know what the terms of your agreement state as far as the Rule 1 in regards to the foreman's position?" Mr. Devitt answered, "The track foreman direct[s] employees assigned under their jurisdiction and it used to be for years that was my immediate supervisor." (Tr. 41, emphasis added).

At one time apparently a foreman was considered a supervisor. But the Claimant himself acknowledged that this is no longer the case. He therefore should not have left work early without Supervisor McLain's permission. Permission could have been obtained in a direct conversation with Mr. McLain or through the foreman. But Mr. Devitt should have made sure either through a personal conversation with Mr. McLain, or by the assurance of the foreman, that Mr. McLain was specifically notified that Mr. Devitt was leaving early and gave permission, before he left the premises early.

Claimant Devitt also argues, however, that he did have Mr. McLain's permission to leave early to retrieve the tool. After a very careful and thorough perusal of the record, the Board is of the opinion that Mr. Devitt had a general permission from Supervisor McLain to retrieve the tool on Company time. The Carrier argues that the "permission to pick up the tool during work hours did not grant the employee permission to go home early, and then pick up the tool after work hours."

The Board does not agree that the Supervisor McLain's permission was so circumscribed that it distinguished between leaving early to go directly to retrieve the tool and leaving early but stopping at home first before picking up the tool. According to the

evidence, the Claimant lives near Dayton, Ohio, which is about a two-hour drive from his reporting location in Marion, Ohio. He met the employee who had borrowed the tool near Dayton. Neither in his granting permission to Mr. Devitt to get the tool, or in his testimony at the hearing, did Mr. McLain indicate that it mattered to him whether or not Mr. Devitt stopped off at home first or went directly to meet the other employee. Nor is there any indication that the question of whose vehicle was used, the Carrier's or the employee's, was a consideration one way or the other. The important thing was to get the tool which had been missing from the Tamper for four weeks and was needed by the operator to properly perform his job.

However, the Board further is of the opinion that Supervisor McLain was right in his expectation that Mr. Devitt would not leave, even if the opportunity presented itself, without first notifying Mr. McLain that he had the opportunity to go get the tool and obtaining Mr. McLain's agreement that he could leave at that time. Thus Supervisor McLain testified:

I expected him to do it on Company time; not on his own; not on his own free will and accord, no. To let me know that if we were shut down due to track time and we did have that opportunity, . . . arrangements would be made and say, hey we got the availability here do you want me to go get this. (Tr. 49)

Mr. McLain added that Mr. Devitt could have communicated with him directly on the matter or through the foreman.

The Board agrees that Claimant Devitt should have notified Supervisor McLain of his intention to leave and obtained his permission to do so at that specific time, either personally or through his foreman, before leaving the premises. For example, when the conducting officer asked Claimant Devitt, "So, you told Mr. McLain that that day you

were going to leave that afternoon and go get the tools?” Mr. Devitt answered, “If the opportunity presented itself.” (Tr. 45) Thus, by Mr. Devitt’s own testimony, Supervisor McLain would have had no way of knowing on June 9th that Mr. Devitt had left early unless Mr. Devitt or the foreman would have told him that Mr. Devitt was leaving.

On the other hand, the Board believes that there is some merit to Mr. Devitt’s answer when the conducting officer asked him, “So would there have been any way Mr. McLain knowing that you left that day to go retrieve this tool on that day.” The Claimant answered, “. . . He, Mike did not tell me to re[-]call him. So I did not re[-]call him.” (Tr. 47). Good practice on the part of the supervisor would have been to make clear to Mr. Devitt, especially since the subject was discussed by them several times during different morning job briefings, that if an opportunity presented itself, Mr. Devitt should first check with Mr. McLain before leaving. The general goal in job briefings is to dot all of the “i”s and cross all of the “t”s. That was not done in this case.

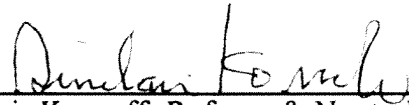
Under all of the circumstances, including the considerations that Claimant Devitt had partial permission to leave and that the Carrier has failed to prove the allegation involving violation of General Regulations GR-15, the Board has decided that the Claimant’s violation should be reduced from the category of Serious Offenses to that of Minor Offenses. Since the Claimant has no prior discipline on his record, it is the Board’s determination that the appropriate discipline in his case is that provided in the IDPAP for a first minor offense, namely, “informal corrective instruction, including a letter sent to the employee’s residence.” The Board will so order.

A W A R D

Claim sustained in accordance with the findings.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant be made. The Carrier is ordered to make the Award effective on or before 30 days following the date the signed Award is transmitted to the parties.

A handwritten signature in cursive script, appearing to read "Sinclair Kossoff", is written over a horizontal line.

Sinclair Kossoff, Referee & Neutral Member

Chicago, Illinois
December 6, 2011