

Public Law Board No. 2363

PARTIES  
TO  
DISPUTE:

Brotherhood of Maintenance of Way Employes  
and

Seaboard System Railroad (former L&N Railroad)

STATEMENT  
OF  
CLAIMS:

Case No. 119: T. M. Moses be paid 8 hours straight time each work day from May 31, 1984 until he is re-instated. Also, that he be re-instated with all seniority and vacation rights unimpaired.

Case No. 120: C. E. Ward be paid 8 hours straight time each work day from June 18, 1984 and all over-time incurred by Gang. Also, that Mr. Ward be re-stored all rights that he may be entitled to under the October 1, 1973 Agreement.

FINDINGS:

During the period in question, claimant Moses served as foreman of B and B Gang 202, a 10-man unit with camp cars working on the Corbin Division. Claimant Ward was employed as Assistant B and B Supervisor at the time.

There is substantial credible evidence in the record that Gang 202's members did not properly and conscientiously attend to bridge duties that were assigned to them. The evidence shows specifically that they followed their own time pattern and were permitted by Foreman Moses to leave work well in advance of quitting time, although the time sheets indicated that they were

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entitled to eight hours pay on each of those occasions. While claimant Ward may not have directly participated in this misconduct, the evidence supports Carrier's findings that he failed to discharge his supervisory responsibilities and should have been aware in the proper exercise of his duties of the Gang's wrongful activity.

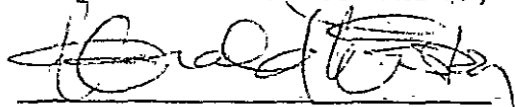
Petitioner's contention that the men were entitled to make-up time is not persuasive, particularly in the absence of competent proof as to the specific number of hours they worked as a basis for the make-up time. Moreover, a practice as to make-up time must be established by clear and detailed facts. General assertions are not sufficient to support the practice. There is no basis in this record for compelling Carrier to follow the loose and irresponsible practices that the record shows these employees observed.

No basis is perceived on this record for substituting our judgment for that of the Carrier. Whereas here employees work away from headquarters, Carrier must rely on supervisor so that they give a "fair day's work for a fair day's pay." Without question, claimant failed to conform to that reasonable standard.

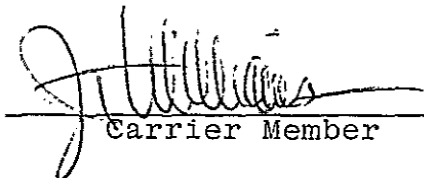
The record does not establish prejudgment, bias, or other reversible error on Carrier's part.

AWARD: Claims denied.

Adopted at Jacksonville, Florida Dec. 19, 1985.



Harold M. Weston, Chairman

  
Carrier Member  
Employee Member