

PUBLIC LAW BOARD NO. 8103

Award No.
Case No. 21

PARTIES TO DISPUTE:
(Brotherhood of Maintenance of Way Employees
(Burlington Northern Santa Fe Railway (former St. Louis-San
(Francisco Railway Company)

STATEMENT OF CLAIM:

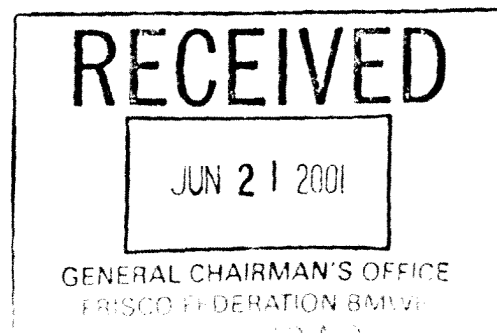
1. The Carrier violated the Agreement when on September 8, 2000, Mr. Daniel L. Dail was dismissed from service for allegedly violating Safety Rules 1.15 and 1.6 in connection with his allegedly leaving work early on August 22, 2000, and his allegedly paying himself for the entire shift on that day.

2. As a consequence of the Carrier's violation referred to in part (1) above, Mr. Dail shall be reinstated with seniority, vacation, all other rights unimpaired, the discipline shall be removed from his personal record, and he shall be compensated for all wages lost in accordance with the Agreement.

FINDINGS

Upon the whole record and all the evidence, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended. Further, the Board is duly constituted by Agreement, has jurisdiction of the Parties and of the subject matter, and the Parties to this dispute were given due notice of the hearing thereon.

Claimant left work at 1430 without authorization, but claimed time until 1600. For this he was dismissed from service on September 8, 2000. He requested an investigation wherein it developed that the charges were on the mark. Standing alone and considering Claimant's seven years of service with one 20 day deferred assessed because of misuse



of company property, the sustained charges have been enough to uphold a discharge, but the circumstances in this case do not lend itself to that conclusion.

Apparently, it has been a practice that when an individual loses time with a legitimate reason and with authorization, somehow, someday, he is permitted to make up the time. In this instance, Claimant contended he had a family emergency and he had to leave work early but he had entered his payroll claiming a full eight hours earlier in the day before he became aware of the emergency. When he returned and had a subsequent conversation with his Supervisor later towards the end of August, he made no effort to correct the hours worked on August 22, 2000, from eight to six and one-half.

This Board is of the opinion that had Claimant sought authorization before he left the job or the next day or so after he returned and it was granted, i.e., exchanging time lost by working in excess of eight, we would not have this dispute to consider.

This predicament, this dispute is an example of what can go wrong. Individual employees begin to accept the idea that they can make their own assignments until someone, as here, does things on his own, is discovered and management believes it necessary to discipline someone as an example to others. A more positive way to stop this abuse, is to eliminate the practice and abide with the Rules.

Claimant is to be reinstated to service with all his seniority rights intact, but without pay for time lost.

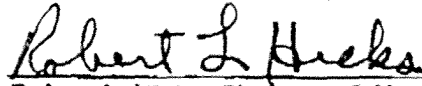
AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that

an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the date the Award is adopted.



Robert L. Hicks, Chairman & Neutral Member
Public Law Board 6103

Dated: June 1, 2001