

AWARD NO. 558
Case No. 558

Organization File No. D603820
Carrier File No. 20-80131

PUBLIC LAW BOARD NO. 7163

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION,
) INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Carrier's discipline (dismissal) of Mr. A. Adams, by letter dated September 15, 2020, in connection with allegations that he violated CSX Transportation Rule 104.10(1) and CSX Code of Ethics, was on the basis of unproven charges, arbitrary, capricious, unnecessary and excessive(System File D603820/20-80131 CSX).

2. As a consequence of the violation referred to in Part 1 above:

‘... the Carrier must clear all mention of the matter from Mr. Adam's personal record, and compensate him for all loss suffered. This loss includes, but is not limited to, any straight time, overtime, double-time or other Carrier provided compensation lost as a consequence of the discipline. It also includes healthcare, credit rating, investment, banking, mortgage/rent or other financial loss suffered as a consequence of the discipline.’

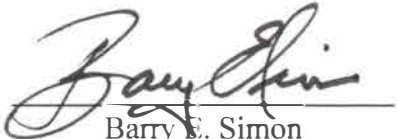
FINDINGS:

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

Following an investigation at which he was charged with claiming pay for work not performed, Claimant was dismissed from service. A review of the record of the investigation shows that Claimant was employed as a Bridge and Building Foreman with assigned hours of 7:00 am to 5:30 pm. Claimant admitted that he left work between 31 and 45 minutes before the end of his assigned hours on July 13, 15, and 16, 2020, but claimed pay for the full day on each of these dates.

Based upon Claimant's admissions, we must find that the Carrier had substantial evidence to support its charge against him. Claiming pay for time not worked is an offense that calls into question the employee's honesty and integrity, and the Carrier should not be obligated to retain an employee it cannot trust. The Organization has argued the discipline should be modified because Claimant was forthright and honest in admitting his violation. The time for Claimant to have been honest was the three dates he left work early and claimed pay for that time. We cannot agree that the discipline was excessive. In reaching this conclusion, we have considered the various arguments advanced by the Organization and find them to be unpersuasive in this case.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member



Ross Glorioso
Employee Member



John Ingoldsby
Carrier Member

Dated: March 18, 2024
Arlington Heights, Illinois