

NATIONAL MEDIATION BOARD
PUBLIC LAW BOARD NO. 5332

Parties to Dispute:)	
)	
INTERNATIONAL BROTHERHOOD OF)	<u>AWARD</u>
ELECTRICAL WORKERS)	
)	Case No. 166
-and-)	
)	Claimant C. A. Rawlings
NORFOLK SOUTHERN RAILWAY)	
COMPANY)	

STATEMENT OF CLAIM:

“Claim on behalf of Electrician C. A. Rawlings, Decatur, Illinois, for reinstatement with seniority rights unimpaired and made whole for all losses sustained. These begin the date removed from service, continue to the present date and include, but are not limited to, lost wages, vacation rights, health and welfare and insurance benefits, pension benefits such as Railroad Retirement and Unemployment Insurance, and any other benefits that would have been earned during the time Electrician C. A. Rawlings is unjustly withheld from Carrier’s service. We also request his personal record be cleared of the matter.”

FINDINGS:

The Board finds that the parties herein are Carrier and Employee as defined by the Railway Labor Act, as amended; that the Board has jurisdiction over this dispute; and that due notice of the hearing thereon has been given to the parties.

Hired in January 2005, Claimant Rawlings was assigned as an Electrician at Decatur, IL, when by letter dated October 27, 2016, Carrier notified him he was being charged with the following unsatisfactory performance issues:

- (1) You failed to follow the LMIS instructions to complete the PTC/LEADER system checkout per SW-L-0199 on locomotive NS 9118, located at the Decatur Diesel Inspection Terminal, while you were assigned as an electrician on the second shift (3:00 PM – 11:00 PM CST) on October 27, 2016 at Decatur, Illinois.
- (2) You falsified the LMIS FRA Work Order Tasks screen at approximately 11:32 PM EST on October 27, 2016, to reflect that you had completed the PTC/LEADER system checkout per SW-L-0199 on locomotive NS 9118, located at the Decatur Diesel Inspection Terminal while you were assigned

as an electrician on the second shift (3:00 PM – 11:00 PM CST) on October 27, 2016 at Decatur, Illinois.

Following formal investigation conducted on January 5, 2017, Hearing Officer Ryan Stege notified Claimant on January 13, 2017, of his decision to dismiss Claimant from service. A claim was submitted thereafter taking exception to that action, handled at all appropriate levels on the property, and after remaining unsettled, is now properly before the Board for final and binding resolution. For the reasons set forth below, the Board will deny the claim.

The transcript from Claimant's formal investigation is dense with detail. Chiefly through the testimony of Charging Officer, Senior General Foreman C. Henson, it establishes that NS 9118 had been sent to the Decatur Locomotive Shop for routine maintenance from October 26, 2016 to October 29, 2016. Upon discovering that no login had been accomplished on the unit and that its checkout was incomplete, Henson dug further in an effort to determine exactly what work had been done on engine NS 9118. Both he and Senior General Foreman Woodward as well as Mechanical Superintendent Buttermore interviewed the Claimant and sponsored written statements documenting their discussions.

The record testimony of Carrier officials indicates that after initially representing that he had performed work on NS 9118, Claimant admitted that he had not performed a test login, a PTC departure test, or any Leader/PTC checks despite the computer reflecting that he had signed off on the PTC and Leader work. Claimant insisted he would not have signed off on the work had it not been completed, and conceded that if he did sign off on the two tasks, it was inadvertent. In sum, Claimant confirmed that he did not run the OBN toolkit, perform a test login or a PTC departure test or any form of PTC/Leader work, although he signed off all tasks as completed. Asked directly if he admitted, "that you did not sign off the task and not perform the work," Claimant replied, "Yes." The work at issue, the record suggests, is important and required to be communicated to the FRA quarterly in aid of safe train handling.

The Organization puts forth several arguments in defense of Claimant, including that Carrier had not established any completion time frame parameter for the work at issue, and that Claimant's sign-off on the PTC/Leader system checkout allowing it to be released


to service without work should fairly be considered clerical error. Those arguments are not compelling, particularly in the face of Claimant’s initial denial of ever signing off on the work and attempts to suggest another employee may have used his credentials, even though he had never shared his password. Further aggravating matters, Claimant had received PTC training only one year earlier, and was fully aware of what was required of him, including the numerous steps necessary to sign off work as completed, drawing down the voltage on the “clerical error” theory.

In sum, the evidence establishes that Claimant failed in discharging his very basic responsibilities and was less than forthright in responding to Carrier’s questioning in that regard. No satisfactory explanation is offered for those failures. Moreover, Claimant’s Career Service Record reflects a discouraging past pattern of prior failures to follow instructions, including one previous dismissal for falsification of injury. Under the circumstances presented, we agree with Carrier that the record is devoid of mitigating circumstances and must deny the claim.

A W A R D

The Claim is denied. Claimant was dismissed for just cause.


Tom Owens
Employee Member


James E. Conway
Chairman and Neutral Member


Christopher Carr
Carrier Member

Dated: January 1, 2019