

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

Parties to Dispute: ( System Council No. 7  
( International Brotherhood of Electrical Workers  
( Metro-North Commuter Railroad  
( Consolidated Rail Corporation)

Dispute: Claim of Employees:

That under the current Agreement, the Consolidated Rail Corporation (Conrail) unjustly reprimanded Electrician George Patrick III effective April 2, 1981 and accordingly should be ordered to expunge his record of the charges and discipline.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

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

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant was employed as an Electrician during March, 1981 at the Carrier's facility in Harmon, New York.

Following a hearing that was held on March 26, 1981, the Claimant was assessed a disciplinary reprimand for leaving the shop during his tour of duty on March 9, 1981, in willful and deliberate disregard of Shop Manager E. D. Dever's instructions that were issued on August 22, 1980.

On March 9, 1981, the Claimant worked the 4:00 p.m. to 12:00 a.m., shift and was allowed a paid meal period which was normally taken between 8:00 p.m. and 8:20 p.m. The Claimant admitted that he was instructed by his foreman not to leave the Carrier's property. He then contacted his "union representative, Mr. Peloso and we were directed to take our normal lunch break as we have been doing the past 3 years or whatever service on railroad."

The record discloses that historically, the Carrier has permitted employees to leave the property during their paid lunch periods. It was not until August 22, 1980 that Shop Manager Dever's instructions were posted on the bulletin board. The instructions were posted for 2 days, after which they were not seen again. Thereafter, the Carrier allowed the employees to leave the property for their lunch breaks for a period of 7 months by remaining silent when they did so. Except for the 2 day period in August, 1980, the practice of permitting employees to leave the property to take their paid lunch breaks has been in effect for many years.

However, this practice is not relevant to the facts of the instant case. What is of great weight is that the Claimant was specifically prohibited from leaving the Company's property on March 9, 1981. However, he resorted to self help by contacting his "union representative" after which he left the Carrier's property.

It is a well established principle in the railroad industry--indeed, of labor relations that a disagreement over instructions by a supervisor, not involving a safety hazard, or jeopardizing one's health, must be redressed by the use of the grievance procedure as agreed upon by the parties to the Agreement. If the Claimant is dissatisfied with the instructions, he was required to "obey now and grieve later". To hold otherwise would render the collective bargaining agreement meaningless and seriously impair the efficient operations of the Carrier. Accordingly, the Board concludes that the penalty of a disciplinary reprimand should not be disturbed.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 20th day of February 1985.