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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 6518  
Docket No. 6374  
2-SOU-CM-'73

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute:      ( System Federation No. 21, Railway Employees'  
                                 ( Department, A. F. of L. - C. I. O.  
                                 ( (Carmen)  
                                 ( Southern Railway Company (Central of Georgia)

Dispute: Claim of Employees:

1. That under the current Agreement, Carman James E. Lawrence, Columbus, Georgia, was unjustly suspended from service from September 25, 1971 through October 4, 1971.
2. That accordingly, the Carrier be ordered to pay Carman James E. Lawrence, Columbus, Georgia for all time lost from September 25, 1971 through October 4, 1971.

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 employe 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 were given due notice of hearing thereon.

Claimant was suspended from the service of the carrier for ten days for failure to comply with the instructions of his foreman.

In the course of repairing a car it became necessary to jack the car. The claimant was instructed by his foreman as to how to jack the car. A dispute arose between the claimant and the foreman as to how the jacking procedure was to be accomplished. The claimant insisted that the procedure he used was safer than that required by the foreman. At the time of the dispute the foreman and claimant consulted with the general foreman who after acquainting himself with the facts of the dispute, instructed the claimant to use the procedure as instructed by his foreman. Claimant again refused and he was at that time held out of service pending the investigation. The investigation was held after proper notice and the discipline assessed.

Claimant alleges that the carrier violated Rules 35 and 36 of the Agreement between the parties.

"RULE 35  
DISCIPLINE

No employe shall be disciplined without a fair hearing by the carrier. Suspension in proper cases (the proper case is one where leaving the man in service pending an investigation would endanger the employe or his fellow employes or company interest) pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employe and the duly authorized representative will be apprised of the precise charge in writing and given reasonable opportunity to secure the presence of necessary witnesses. If it is found that an employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

RULE 36  
ESTABLISHING COMPETENCY

An employe who has been in the service of the railroad thirty (30) days shall not be dismissed for incompetency, neither shall an employe be discharged for any cause without first being given an investigation."

↓ The transcript of the investigation which is part of the record substantiates the charge that the claimant failed to comply with instructions. The Claimant's contention that his method of jacking the car was "far Safer" is not supported by the record. It is generally held in this industry that absent a showing of just cause personnel must comply with supervisory directives. We find nothing improper in the Carrier suspending, pending the hearing under Rule 35, an employe who refuses to obey the instructions of his supervisors. We find no violation of Rule 35 by the Carrier's action.

Rule 36 is not applicable in that the competency of claimant was not in question nor was he discharged.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

E. A. Killam  
Executive Secretary

ated at Chicago, Illinois, this 18th day of June, 1973.