



Award No. 16735
Docket No. CL-17614

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6460) that:

(1) Carrier violated the effective Clerks' Agreement at its Kansas City, Missouri, offices when it dismissed Mrs. Mildred I. Riffle from the services of the Carrier on March 20, 1967, as a result of an investigation held March 16, 1967, in connection with the garnishment of her wages for a second time.

(2) Mrs. Mildred I. Riffle shall now be restored to the service of the Carrier with her seniority and all other rights unimpaired, and that she be compensated for the loss of wages suffered account of the violation referred to in Part (1) of this claim.

OPINION OF BOARD: On June 1, 1955, W. N. Deramus, President of Carrier, issued the following rule:

"An employe of any department whose wages are garnisheed a second time will be subject to immediate dismissal and will be held responsible for all expenses incurred by the company in connection therewith."

Claimant Mildred Riffle was discharged because of her violation of such rule in that her wages were garnisheed on two occasions, in September of 1966 and March of 1967. Both garnishments were based on the same debt, a doctor bill incurred 9 years previously when surgery was performed on the 10 year old son of Mrs. Riffle and her husband. The Riffles were in financial difficulty to some degree at all times pertinent hereto. Mrs. Riffle worked outside the home to supplement her husband's income as a farmer.

In 1964, after the debt was barred by limitations, Mrs. Riffle responded to collection efforts by agreeing to make installment payments of \$10.00 per month. She did so until the summer of 1966, when she lost 6 weeks' work due to illness and had to suspend payments. The record reflects that her husband never paid anything on his son's doctor bill.

In September, 1966, the doctors obtained a writ of garnishment which was served on the Carrier. Mrs. Riffle borrowed money and made a partial payment to get the writ dismissed. In December of 1966 she advised the clinic she would be unable to make further payments and asked them to please bill her husband. They agreed, and she received no more bills.

The writ of garnishment was issued on March 1, 1967. The record does not reflect when such writ was served on Carrier, but the inference is drawn that it was served on March 6, when the Comptroller issued an order that no checks be issued to Mrs. Riffle. This was 3 days after the attorney for the creditor doctors had advised Carrier of "extenuating circumstances", that a check from Mrs. Riffle had been received and that a release of the writ had been ordered. The creditors' attorney further advised he had learned that all recent notices relating to the debt had been received, kept and ignored by Mr. Riffle and not communicated to Mrs. Riffle. The Riffles were separated at the time.

In spite of all the aforementioned extenuating circumstances Carrier proceeded to impose the most severe penalty at its disposal and discharged Mrs. Riffle.

We find such action was arbitrary, harsh and unjust. We sustain the claim except that we shall deny any claim for loss of wages.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated by the Carrier.

AWARD

Claim sustained in conformity with opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1968.