

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 20178
Docket Number MS-20412

Joseph **Lazar**, Referee

(D. L. Woods

PARTIES TO DISPUTE: (
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: Pursuant to your Letter, dated August 9, 1973, we hereby supplement our Letter and submission dated August 6, 1973 and notify you of our intention to and filing of an **ex-**parte submission on behalf of Yard Clerk D. L. Woods. Also pursuant to that Letter, enclosed are ten additional copies of the ex-parte submission.

The submission claims reinstatement to service with pay for all time Lost, account Yard Clerk Woods being erroneously dismissed from the service of the Terminal Railroad Association.

A copy of this letter and one copy of the ex-parte submission on behalf of Yard Clerk D. L. Woods has been furnished to Mr. J. W. **Hammers**, Manager of Labor Relations for the **Terminal** Railroad Association.

OPINION OF BOARD: Our review of the record shows that Grievant, by his **own** admission, failed to protect his assignment on November 1, 1972, as charged. The failure to protect one's assignment is a serious matter. As stated in Award No. 14601 by Referee George S. Ives,

"Unauthorized absences from duty. if proven. are serious offenses, and often result in dismissal from service."

Railroad operations **are** highly interdependent with numerous functions requiring strict conformity to schedule if coordination is to be accomplished. Absenteeism, or failure to protect one's assignment--like being AWOL in a military organization--puts into jeopardy the effective functioning of the entire organization. The failure to protect one's assignment justifiably exposes the offender to dismissal.

Grievant argues that extenuating circumstances--defective or **mal-functioning** alarm clock, previous night-time assignments, and telephone call to Supervisor expressing desire to report for work later that shift--and dismissal an excessive discipline. **Grievant's** past record shows that in a little over a **total** of three years of employment, two as messenger and a little over a year as Yard Clerk, he had previously been dismissed and reinstated on a leniency basis, and he had previously waived investigation and pleaded guilty to a charge

of absenting himself from duty without proper authority when he failed to protect his assignment as a Yard Clerk. On careful consideration of the entire record in this particular case, the Board finds that the Carrier's decision to dismiss **Grievant** was not arbitrary, unreasonable, capricious, unsupported by the record, or excessive.

In its submission to the Board, the Petitioner has worded its Statement of Claim and has raised several procedural issues which the record shows were not raised in the handling of the dispute on the property. It is so well settled as to require no citation that this Board in adjudicating disputes, may not consider substantive claims, or issues **or** defenses not raised by the parties in the handling of the dispute on the property.

Based upon the record of the dispute as handled on the property, the Board finds that none of claimant's substantive procedural rights were violated.

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 not violated, and that the discipline imposed was not excessive.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this **15th** day of March **1974**.