

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20732

Docket Number CL-20557

Robert A. Franden, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(George P. Baker, Richard C. Bond, and **Jervis Langdon, Jr.**
(**Trustees** of the Property of
(Penn Central Transportation Company, Debtor

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7440)
that:

(a) The Carrier violated the Rules Agreement, effective February 1, 1968, particularly Rule 6-A-1, **when** it assessed discipline of dismissal on Mary D. Miller, Clerk, Rochester, N.Y., Buffalo Division, Northeast Region.

(b) Claimant Mary D. Miller's record be cleared of the charges brought against her on June 19, 1972.

(c) Claimant Mary D. Miller be restored to service with seniority and all other rights unimpaired, and be compensated for wage loss sustained during the period out of service, plus interest at 6% per annum compounded daily.

OPINION OF BOARD: Following an investigation, Claimant was dismissed from the service of the Carrier for her failure to report for her assignment on June 16, 1972. At the time of offense for which Claimant was found guilty, she was a protected utility **employee** under the terms of the Penn Central **Merger** Protective Agreements.

Claimant was notified to report for work for the purpose of qualifying on Job #21, at 4:00 PM on Thursday, June 16, 1972 at Goodman Yard, Rochester, New York. Claimant refused to report for her assignment.

There is nothing in the record that supports the Claimant's assertion that she had a right to refuse to report for work as ordered. There was no evidence adduced at the hearing nor has anything been added by way of argument or exhibit which in any way supports the Claimant's position. An **employee** working the extra list must be available to perform work that the Carrier deems necessary to be done so long as such assignments are not in violation of the Agreement. In the instant case there has been no showing that the assignment in question did not fall within the prerogatives of management. The Claimant's assertion that the work was hazardous is unsupported.

The discipline of dismissal is severe. In the instant case, however, we do not find its use unreasonable. In view of the Claimant's past record coupled with the severity of the offense of refusing to report for work we find that the Carrier was within its rights in dismissing the Claimant **from** its service.

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.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 30th day of May 1975.