

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRDDIVISION

Award Number **22611**
Docket Number CL-22653

Paul C. Carter, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight **Handlers**,
(Express and Station **Employees**

PARTIES TO DISPUTE: (

(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(**GL-8622**) that:

Claim No. 1

(a) The Carrier violated the terms of the Clerks' Agreement on/or about Nov. 26, 1975, **when** they charged Mrs. Delores Matthews with **insubordination** and resulted in hearing being held **in** the office of **casualty** prevention, Central Bldg., Baltimore, Maryland at 9:00 a.m., Wednesday, December 3, 1975.

This hearing resulted in Mrs. Matthews being **taken** out of service for 60 days actual suspension to being Monday, **Dec.** 15, 1975 **and**,

(b) Mrs. Delores E. Matthews should **now** be compensated for any and all wages lost during this period **covered** by this B of I and her record cleared of the charges made against her by Mr. M. O. Benson, his letter dated December 12, 1975.

Claim No. 2

(a) **The** Carrier violated the terms of the Clerks' Agreement when oa March 19, 1976 it dismissed Mrs. Delores E. **Matthews** from **service** with the Chesapeake and Ohio Railway Company, and

(b) That Mrs. Delores E. Matthews be restored to active service with full seniority and compensated for all wages and wage equivalents lost for the period she is held out of service because of Carrier's **wrongful** action.

OPINION OF BOARD: Before discussing the merits of the claims, we must dispose of the contention of the Carrier as to the Organization combining two separate and distinct disputes handled **individually** on the property in one submission to the Board. There is no proper basis for complaint in this respect. The combining of the claims for presentation to the Board did not expand or alter the claims. The Carrier has in no manner been misled. The Carrier's contention in this **respect** is denied and the claims will be disposed of on their merits. See recent Awards 22499 and 22480.

The record shows that claimant entered the service of the Carrier on September 12, 1968, and at the time of the occurrences out of which the claims arose, was the occupant of a Steno-Clerk position in the office of Director of Transportation at Baltimore, **Maryland.**

On November 26, 1975, claimant was charged by the Superintendent Transportation Services with:

" **insubordination** in that on Wednesday, **November 26, 1975, at approximately 8:35 AM you** refused to accept **an** order by Chief Clerk C. A. Tuck to perform certain stenographic work while working as Steno-Clerk, Position A-31, hours of assignment **8AM** to 5:00 PM."

Investigation of the above charge was conducted beginning at 9:00 A.M., December 3, 1975. A copy of the transcript of the investigation has been **made** a part of the record. The investigation was quite thorough, **with** eleven witnesses, as well as the claimant, who testified in **her** own behalf. The claimant was present throughout the investigation and was **represented** by the Local Chairman and a **Member Protective Committee** of the Organization.

The Board has carefully **reviewed** the transcript of the investigation and finds that none of claimant's substantive procedural rights was violated. The investigation was conducted in a fair and impartial manner. **There** was substantial evidence adduced at the investigation to support the charge. On December 12, 1975, claimant was notified of the discipline imposed, sixty calendar days actual suspension. Claim for wages lost was filed in behalf of claimant

by the Local Chairman of the Organization, and was handled in the usual **manner** up to and including the highest officer of the carrier designated to **handle** disputes of this nature. Each appeal was declined.

Based upon our review of the entire record, including the transcript of the investigation and the submissions of the parties, The Board finds no basis for interfering with the discipline imposed. Claim No. 1 is accordingly denied.

At the termination of the sixty days actual suspension, involved in Claim No. 1, claimant returned to work **on** February 13, 1976. On March 5, 1976, claimant was advised in part by Carrier's Superintendent Transportation Services:

'You are hereby notified to attend a Board of Inquiry in accordance with **Rule** 27 of the Clerks' Agreement in the 5th Floor conference room, B&O Central Building, at 9:00 **AM**, Friday, March 12, 1976.

"You are charged with conduct unbecoming an employee and failure to properly perform assigned duties February 20, 1976, March 4, 1976, and March 5, 1976.

..... "

Investigation of this charge was conducted on March 12, 1976, as scheduled. A copy of the transcript of that investigation has also **been** made a part of the record. Claimant was present throughout the investigation and was represented by three officers of the Organization. **Here** again the Carrier conducted a thorough investigation, with statements from nine witnesses and that of the claimant who testified in her own behalf. On March 19, 1976, claimant was notified of her dismissal **from** the service.

The Board has carefully reviewed the entire record involving this dispute, including the transcript of the investigation, the appeal of the claim on the property, and the submissions of the parties. **Here** again we find that nom of **claimant's** substantive procedural rights was violated. The investigation was conducted in a fair and impartial manner. Without detailing the testimony adduced at the investigation, suffice it to say that there was substantial evidence

to support the charge preferred **on** March 5, 1976. There is **no** proper basis for this Board to interfere with the discipline imposed. Therefore, Claim No. 2 will be denied.

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 No. 1 **and** Claim No. 2 are **denied**.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By **Order** of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this **9th** day of **November** 1979.