

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22867
Docket Number CL-22973

Paul C. Carter, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**
PARTIES TO DISPUTE: (
(The Baltimore and Ohio **Railroad Company**

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (668805)
that:

(1) **Carrier** violated the Agreement between the Parties when it
arbitrarily, **and in** abuse of discretion, dismissed Extra Clerk A.A. Graham, Jr.,
from service effective September 1, 1978, and,

(2) Carrier shall, as a result, be required to **restore** Mr. Graham
to **Carrier's** service with all rights **unimpaired and compensate him** for all
wage losses from September 1, 1978, until so restored.

OPINION OF BOARD: The claimant had been in Carrier's service about four
years. He was assigned to the clerical Extra Board at
East St. **Louis**, Illinois. **On** August 15, 1978, he was notified to report for
investigation on August 22, 1978, on the following charge:

"**You** are charged with failing to protect your assignment
in that you did not protect calls for:

3:00 pm Yard Clerk on July 13, 1978
3:00 pm Yard Clerk on July 31, 1978
11:00 pm Caller on August 7, 1978. "

The investigation was conducted as scheduled and **on** September 1, 1978,
claimant was notified of his dismissal from service. A transcript of the **in-**
vestigation has been **made** a part of the record. A review of that transcript
and the record of the on-property **handling** shows that none of **claimant's**
substantive procedural rights was violated.

There was substantial **evidence** in the investigation **in** support of
the charge against claimant. Claimant's prior record in failing to protect
his **assignment was** also far from satisfactory.

The Organization contends that the only penalty for failure to
answer a call is a reduction in the guarantee under **Rule** 25. We do not **find**

such contention persuasive. As stated in Award 22513, involving the **same** parties and a similar situation:

"We are not persuaded by the Organization's claim that the only penalty for failure to answer a call is a reduction **of the** guarantee under Rule 25. The Carrier has an obligation to maintain a viable operation; to do so, it **must be** able to expect a responsive **and** available work force."

There is no **proper** basis for interfering with the discipline imposed by the Carrier.

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 denied.

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

ATTEST: 
Executive Secretary

Dated at Chicago, Illinois, this 30th day of May 1980,