

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23388
Docket Number CL-23272

Josef P. Sirefman, Referee

PARTIES TO DISPUTE: { Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
{ St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8975) that:

1. Carrier acted in an arbitrary, capricious and unjust manner and violated the agreement between the parties when on July 30, 1979, it dismissed clerk-telegrapher Faye M. Blissett from the service of the Carrier.

2. In view of the foregoing arbitrary, capricious and unjust action of the Carrier, it shall now be required to:

(a) Restore clerk-telegrapher Blissett in service of the Carrier with all seniority, vacation and other rights unimpaired.

(b) Pay clerk-telegrapher Blissett an additional day's pay for attending the hearing on July 26, 1979. Pay Ms. Blissett for all time lost commencing with July 30, 1979 and continuing until clerk-telegrapher Blissett is restored to service, less any amount earned in other employment.

(c) Pay clerk-telegrapher Blissett any amount she incurred for medical or surgical expenses for herself or dependents to the extent that such payments could have been paid by Travelers Insurance Company under Group Policy No. GA23000 and in the event of the death of clerk-telegrapher Blissett, pay her estate the amount of life insurance provided for under said policy. In addition, reimburse her for premium payments she may have made in the purchase of suitable health, welfare and life insurance.

Pay clerk-telegrapher Blissett any amount of incurred dental expense for herself or dependents to the extent that such payment could have been paid by the Aetna Dental Insurance Company under Group Policy No. GP 12000. In addition, reimburse her for payments she may have made in the purchase of suitable dental insurance coverage.

(d) Pay clerk-telegrapher Blissett Interest at rate of 10% compounded annually on the anniversary of this claim for amounts due under Item (b) above.

OPINION OF BOARD: The Claimant, Faye Marie Blissett, employed by the Carrier for about two and a half years, and on the Extra List, received a July 20, 1979 Notice of hearing charging her with violation of:

"General Rule B: Employees must be conversant with and obey the rules and instructions. If in doubt as to their meaning they must apply to proper authority for an explanation.

The fact that an employee may not have been examined on certain rules or regulations will not be accepted as an excuse for failure to be conversant with them.

Rule 702, first paragraph, reading in part:
Employees who are negligent or indifferent to duty
. ..will not be retained in the service.

Rule 717: Employees must not absent themselves from their duties, exchange duties with nor substitute others in their place, without proper authority."

A hearing was held on July 26, 1979 and Claimant was notified by the Superintendent of her dismissal effective July 30, 1979 "for failure to protect your assignment at 1530 in Chaffee."

The Secretary to the River Division Superintendent testified at the hearing that at 8:45 AM on July 17, 1979 she placed a telephone call to the Claimant, identified herself, advised the party who answered of an assignment at 1530 that day at Chaffee, and checked with that party to make sure she was talking to Claimant.

Claimant did not report for that assignment and at the hearing denied ever having received the phone call from the Superintendent's Secretary. As a result of her denial the Organization's position is that the carrier has not proved that Claimant was in fact so notified. In the opinion of this Board the Secretary's assertion of reaching the Claimant that morning is additionally supported in the record by that office having successfully reached the Claimant a few days earlier for another assignment, and the uncontroverted follow-up call to Claimant's mother made by the Secretary later that day. There was substantial evidence to sustain the Carrier's decision to discipline Claimant.

Claimant's relatively short period of **employment** has been marked by a number of **times** when she **changed** addresses without **informing** her supervisors, and a pattern of difficulty **in** locating her for **assignments**. In view of this poor record **termination** was not unreasonable.

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 Employee 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 15th day of September, 1981.