

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

John Criswell, Referee

PARTIES TO DISPUTE:**RAILWAY EXPRESS AGENCY, INC.****BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

STATEMENT OF CLAIM: Claim of Railway Express Agency, Inc. that the Agreement Governing Hours of Service and Working Conditions between Railway Express Agency, Inc. and employees thereof represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees effective January 1, 1967 was not violated when Railway Express Agency dismissed Ira M. Riden from its service at East St. Louis, Illinois, effective April 4, 1967.

OPINION OF BOARD: This is a discipline case. The Claimant was dismissed from Carrier's service following investigation on charges of violating Company's Rule 64 by being insubordinate to his supervisor when he instructed Claimant on March 23, 1967 to go back to a consignee and collect C.O.D. charges; also violated Company Rule 70(a) by using vulgar and abusive language to his supervisor in the presence of two employees when his supervisor instructed Claimant about the C.O.D. charges.

We find that the Claimant had a fair and impartial hearing and that the charge of insubordination was justified. This Board has consistently found that insubordination will support the discipline of dismissal, especially where, as in the present dispute, the fact of insubordination is clearly established and admitted by the Claimant. (See Awards 16704-Devine, 16074-Perelson, 16637-McGovern, 10113-Daly, among others.)

Claimant was also found guilty of using vulgar and abusive language to his supervisor, in the presence of two employees, while on duty. This Board has also upheld the right of a Carrier to dismiss an employee for the use of profane language. (See Awards 4326-Elkouri, 8894-Johnson, 15369-Lynch, among others.)

Therefore, the Claim of the Carrier that the Agreement between the parties was not violated when it dismissed Claimant from its service, effective April 4, 1967, must be sustained.

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 by the Carrier.

AWARD

Claim of Carrier sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of February 1969.