

Award No. 18053

Docket No. CL-18599

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Francis X. Quinn, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES**

**PENN CENTRAL TRANSPORTATION COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6708) that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, particularly Rules 6-A-1 to 7-A-1, inclusive, when it imposed discipline of dismissal upon E. V. Murray, Clerk, Ticket Sales & Service Bureau, Pennsylvania Station, New York, N. Y., former New York Division, effective December 29, 1966.

(b) Clerk E. V. Murray be restored to service of the Carrier with all rights, unimpaired, and discipline of dismissal be removed from his service record.

(c) Claimant E. V. Murray be compensated for all loss in earnings from December 29, 1966, in accordance with Rule 7-A-1(d), now Rule 6-A-1. (Docket 2297)

**OPINION OF BOARD:** Claimant entered the Carrier's service as a Clerk on May 11, 1942, and immediately prior to being dismissed from service on December 30, 1966, was employed as a Clerk at the Ticket Sales and Service Bureau, Penn Station, New York City.

Company policy with respect to garnishments and assignment of wages was spelled out in a General Notice to All Employees, dated January 1, 1959 and reads as follows:

"1/ General Notice to All Employees, dated January 1, 1959 reads as follows:

'For your information and guidance, there are set forth below the rules and policy of this Company concerning the handling of employees who incur assignments,

garnishments, Federal, State or local tax attachments against their wages:

1. Employees who presently have assignments, garnishments, Federal, State or local tax attachments against their wages or who incur such assignments, garnishments, attachments or levies on or before January 1, 1959, will be advised by letter from their employing officer that they will have until March 1, 1959, to arrange for such assignments, garnishments or levies to be withdrawn. Failure by an employee to comply with the foregoing shall result in disciplinary proceedings.

2. Employees who incur an assignment, garnishment, Federal, State or local tax attachment against their wages on or after January 1, 1959, will, for the first occurrence, be given a period of 60 days to arrange for such assignment, garnishment, attachment or levy to be withdrawn. Failure by an employee to comply with the foregoing shall result in disciplinary proceedings.

3. For the second occurrence, he will be given 30 days for withdrawal as outlined in Item 2 above. Failure by an employee to comply with the foregoing shall result in disciplinary proceedings and may be considered sufficient cause for dismissal from the service.

4. A third occurrence shall result in disciplinary proceedings and shall be sufficient cause for dismissal from the service.

5. Reinstitution of any assignment, garnishment, attachment or levy which has been withdrawn shall constitute a new case. Continuance of any assignment, garnishment, attachment of levy for more than 30 days after the holding of any disciplinary proceedings with regard thereto shall constitute a new case.' "

Claimant was charged with violating the above Company policy by incurring such garnishment against his wages by the Domestic Finance Corp. on November 23, 1966 and by the Beneficial Finance Company on November 30, 1966.

As a result of the first trial which involved the garnishment of November 23, 1966, by the Domestic Finance Corporation, Claimant was notified that the discipline of dismissal was imposed. No discipline was imposed as a result of the second trial which involved the garnishment of November 30, 1966.

The record indicates that Claimant's wages had been garnisheed on three previous occasions and that he had been made aware of the Company's policy. The garnishment from the Domestic Finance Corporation was the fourth garnishment.

After careful study of the record and the Rules Agreement we conclude that Claimant's conduct provided sound basis for disciplinary action and that

Carrier did not act discriminatorily in determining that discipline was warranted.

This brings us to the extent of the penalty assessed against Claimant. In view of his 24 years of service, it is our view that dismissal was an excessive penalty under the circumstances. We conclude that Claimant should be reinstated with all rights unimpaired but without monetary compensation.

**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 disciplinary action was warranted but dismissal from service was an excessive penalty.

#### **AWARD**

Claim sustained to the extent shown in Opinion.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1970.