



SPECIAL BOARD OF ADJUSTMENT NO. 171

Award No. 56  
Case No. 56

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

vs

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the current agreement.

1. When on August 20, 1957 the Carrier, by letter addressed to Angela M. Ricci, suspended her for the period August 15, 1957 to and including September 4, 1957, a period of three weeks, account alleged insubordination.

2. That the Carrier now be required to compensate Angela M. Ricci, Reproduction Operator, General Office, for all wage loss sustained (15 days pay at pro rata rate) by reason of the fact that charge of insubordination was not sustained as brought out in the investigation.

FINDINGS:

The employees state that the claimant was suspended because of an alleged altercation which had arisen between her and her immediate supervisor, and this resulted in the Carrier addressing a letter to the claimant dated August 15, 1957 advising the claimant to appear for an investigation at 10:00 A.M., August 20, 1957; that the charge placed against the claimant was shown as insubordination; that at the conclusion of the investigation which was held on August 20th, the Carrier addressed a letter to the claimant dated August 30, 1957, advising the claimant that the charge of insubordination had been sustained and the claimant would be withheld from service for a period of three (3) weeks without pay.

The employees state that Rule 56 (a), (b), (c) and (d); 57 (a) and (b) were violated by the Carrier. The violation of Rule 56 (a), (b), (c), (d), was that the charge placed against the claimant was not specific and did not properly inform the claimant of just what she might be required to do to defend herself when appearing at the investigation.

The employees further state that Rule 57 (a) and (b) was violated when the Carrier refused to recognize it had conclusively failed to support its position, that claimant was actually blameless of any overt act of insubordination, and that it is required under Rule 57 (a) and (b) to restore to the claimant the time withheld from service and compensate her for such time without further imposing upon her the additional discipline assessed.

The Carrier states that the claimant at the time this dispute arose had been employed for just two years, and that probably due to youthful irresponsibility, the claimant became a "trouble maker" soon after her

employment; that she constantly refused to comply with properly issued instructions; that frequently when she was told to do something, she would consult with the Union chairman before taking any action in connection with what she had been told to do; that she frequently directed intemperate and sarcastic remarks to her supervisor; that she talks excessively and thus disturbs other employees and disrupts the operation of the office, and that in defiance of the office rules, she remains away from her desk for excessive periods; that her supervisor made every reasonable effort, short of discipline, to correct the behavior of this claimant; that the supervisor verbally reprimanded her, instructed her and reminded her of her obligations, and he closely supervised her actions and work. However, these lenient measures proved to be futile, and the particular incident which led to the discipline in question occurred on August 15, 1957, and was a relatively minor offense. However, the occurrence of August 15, 1957 was the culmination of many acts of insubordination which had accumulated for a period of several months.

The Board finds from a reading of submissions and transcript of the investigation that the claimant had a fair and impartial hearing within the intent and meaning of the rules of the parties' effective Agreement relating to discipline. The evidence at the hearing fully sustains the Carrier's findings to the effect that claimant was guilty of the charge made against her. In view of the nature of the charge made and proved, the Board does not find that the Carrier acted arbitrarily or unreasonably by imposing the discipline that it did.

The claimant's difficulties seemed to have been over a long period of time and the record discloses that her supervisors did everything that was in their power to correct this insubordination.

The charge as filed by the Carrier against this claimant was proper and we find that the Carrier did not violate Rules 56(a), (b), (c), or (d), or 57 (a) and (b) of the Effective Agreement. We find the claim to be without merit.

AWARD: Claim denied.

/s/ Thomas C. Begley  
Thomas C. Begley, Chairman

/s/ T. C. DeButts  
T. C. DeButts, Carrier Member

/s/ C. C. Denewith  
C. C. Denewith, Employee Member  
I dissent.

Signed at St. Paul, Minnesota, this 23rd day of April, 1959.