

G O P Y

ORG. FILE 8-26
CARRIER FILE R-13662
NRAB FILE CL-8940

AWARD NO. 3
CASE NO. 3

SPECIAL BOARD OF ADJUSTMENT NO. 194

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employes
TO

DISPUTE St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the terms of the currently effective Agreement between the parties in its treatment of J. O. Sigman, Yard Clerical employe, in the Yale Yard Office at Memphis, Tennessee, when on July 8, 1955, he was dismissed from service without just cause.

(2) J. O. Sigman now be reinstated with all rights unimpaired and paid for all time lost by reason of this unjust and arbitrary dismissal from service.

FINDINGS: Special Board of Adjustment No. 194, upon the whole record and all the evidence, finds and holds:

The Carrier and Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

Claimant was dismissed from service July 8, 1955, after investigation held July 5, 1955, upon a charge in writing dated July 1, 1955, which read:

"Please arrange to report to my office at 3:15 pm, Tuesday, July 5, 1955 for an investigation to develop the facts and determine your responsibility, if any, account violating Rule 701 of the Transportation Book of Rules between 7 am and 8 am, June 20, 1955, resulting from profane remarks you allegedly made about a member of the Memphis Grain and Hay Association when that firm requested information relative to cars on the grain inspection tracks in the Yale Yards. You may have a representative as specified by agreement rule, if one is desired."

Rule 701 in the Book of Rules of the Transportation Department reads:

"701. Civil, mannerly deportment is required of all employes in their dealings with the public, their subordinates, and each other. Boisterous, profane, or vulgar language is forbidden. Courtesy and attention to patrons is required . . ."

Effective January 6, 1957, Claimant was awarded an annuity under Section 2(a)1 of the Railroad Retirement Act, as a consequence of which he is taken to have resigned. The only portion of the claim before us therefore is the claim for time lost in Item 2.

There is no dispute about the essential facts.

On June 20, 1955, Claimant answered his telephone and, upon learning that the call was for another clerk in the same room, set the receiver on his desk with the line open and called across the room, "Here is the - - - grain inspector again. I wish the - - - would call on the right phone," using language that constituted a plain infraction of the Rule. The grain inspector, having been given Claimant's telephone number as the one to call, heard what Claimant said about him and he felt affronted and aggrieved. Accordingly he reported the episode to the Grain Association which in turn reported it to the Carrier.

Three or four times prior to the investigation the Carrier offered to drop the investigation if Claimant would apologize to the grain inspector but Claimant refused to do so, although he did make such an apology on his own volition some time after his dismissal. Thereafter in the course of handling the Carrier made offers to reinstate without back pay, but Claimant refused these offers also.

There was nothing unreasonable about requiring Claimant to apologize to the grain inspector as a condition of dropping the investigation. His rejection of this offer leaves no proper basis for the time claim.

A W A R D

Claim denied.

/s/ Hubert Wyckoff
Chairman

I dissent.

/s/ F. H. Wright
Employee Member

/s/ T. P. Deaton
Carrier Member

Dated at St. Louis, Missouri, November 14, 1957.