

SPECIAL ADJUSTMENT BOARD NO. 947

Claimant - Tyrone Robertson
Award No. 63
Case No. 63

PARTIES
TO
DISPUTE

Brotherhood of Maintenance of Way Employees
and
Southern Pacific Transportation Company (Western
Lines)

STATEMENT
OF CLAIM

That the Carrier's decision to suspend Claimant from its service for a period of fifteen (15) days was excessive, unduly harsh and in abuse of discretion, and in violation of the terms and provisions of the current Collective Bargaining Agreement.

That because of the Carrier's failure to prove and support the charges by introduction of substantial bona fide evidence, that Carrier now be required to compensate Claimant for any and all loss of earnings suffered, and that the charges be removed from his record.

FINDINGS

Upon reviewing the record, as submitted, I find that the Parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Special Board of Adjustment is duly constituted and has jurisdiction of the Parties and the subject matter; with this arbitrator being sole signatory.

On Friday, June 26, 1987, a formal hearing was held to determine whether or not the Claimant had violated Rules 607 and 604 of the General Rules and Regulations for the Government of

Maintenance of Way and Engineering Department Employees of the Southern Pacific Transportation Company. Those portion of the rules which read:

Rule 607:

CONDUCT: Employees must not be:

(30 Insubordinate; . . .

. . . Indifference to duty or to the performance of duty will not be condoned.

Rule 604: DUTY-REPORTING OR ABSENCE:

Employees must report for duty at the designated time and place. . . . They must not absent themselves from duty, exchange duties, or substitute others in their place without proper authority.

The charges against the Employee stem from his actions on Friday, June 5, 1987 and on Saturday, June 6, 1987. The Claimant was scheduled to work from 7:00 a.m. until 3:30 p.m. on June 6. Around 3:00 p.m. his immediate supervisor directed him to report to another supervisor who needed additional help. He followed orders and reported to the second supervisor. When he arrived, he was told he would have to work overtime until 6:00 p.m.. He was further advised he would have to work mandatory overtime the following day, which was Saturday.

The Claimant indicated to the supervisor he did not want to work overtime and left. He got into his dump truck even before his quitting time and returned to the tool shed. From there he left work. The Claimant did not report to work on Saturday.

After the formal investigation, the Carrier determined the


Employee was guilty of the charges and he was suspended for fifteen (15) days.

The Claimant argues his position required that he work Monday through Friday with Saturday and Sunday as rest days. However, absent a specific provision in the Agreement, the Carrier retains the prerogative to direct its work force. That includes the right to assign overtime work. This is especially true when the additional work is necessary to maintain the efficient operation of the company. In this case, even if there were a provision in the Agreement which disallowed mandatory overtime, the Claimant was given a direct order not only to work overtime on Friday, June 5, but, to report to work on June 6. He did neither. His failure to follow a direct order constitutes insubordination. It is even more telling that the Claimant never proffered an excuse for his decision not to work the overtime as directed. As this Board has ruled in the past, if an employee believes a direct order is in violation of the Agreement, he is still obligated to comply with the order, unless it is illegal, unsafe, or totally unreasonable. The employee can then file a claim that the Carrier acted in violation of the Agreement.

Insubordination is most often considered a cause for discharge. This is especially true where, as here, we have an employee who does not have a lengthy tenure. In view of these two facts, the Board believes the fifteen (15) day suspension was reasonable.

AWARD

The claim is denied.


Carol J. Zamperini, Neutral

Submitted:

May 27, 1988
Denver, Colorado