

The Second Division consisted of the regular members and in addition Referee Robert G. Williams when award was rendered.

Parties to Dispute: ( System Federation No. 2, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Carmen)  
(  
( Missouri Pacific Railroad Company

Dispute: Claim of Employee:

1. That under the controlling agreement Carman R. V. Jarrett, Kansas City, Missouri, was unjustly withheld from service beginning September 2, 1975, and following investigation was unjustly dismissed from the service of the Missouri Pacific Railroad Company on October 17, 1975.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman Jarrett as follows:
  - a) Compensate him in the amount of eight hours (8') per day, five (5) days per week beginning September 2, 1975, until returned to service;
  - b) Return him to service with seniority rights unimpaired;
  - c) Make him whole for all vacation rights;
  - d) Make him whole for all health and welfare and insurance benefits;
  - e) Make him whole for pension benefits including Railroad Retirement and Unemployment Insurance;
  - f) Make him whole for any other benefits that he would have earned during the time he was held out of service.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant was discharged following a hearing held on October 14, 1975 for his failure to comply with instructions of his superiors to fill out Form 52002, Carrier's form concerning personal injuries sustained by employes.

The evidence overwhelmingly establishes that Claimant refused to comply with instructions from Car Foreman Womble and Superintendent H. C. Gruenkemeyer and General Car Foreman Gosvenor, on September 2, 1975; instructions properly issued to Claimant governing instructions and requirements contained in Carrier's rules.

We have previously recognized that a Carrier is entitled to have its employes complete personal injury information forms totally and honestly. Failure to comply with instructions relating to this is an act of insubordination - a very serious offense, and we cannot quarrel with management's decision to terminate Claimant for this act of insubordination.

In Carrier's submission, they note that about three months after Claimant's discharge, he was afforded an opportunity to be reinstated on a leniency basis (without pay for time lost) if Claimant would agree to properly complete Form 52002. The Local Committee of Petitioner's organization conveyed this offer to Claimant and nothing was heard from him. It seems apparent that in light of the foregoing, Claimant is not interested in returning to the service of the Carrier. However, we will accord him one additional opportunity to complete the form and return to service on the basis of the offer made by Carrier on the property. Claimant shall have sixty (60) days from the date of our adoption of this decision to elect whether he wishes to return to service under these terms. If he responds in the negative, or fails to act within sixty (60) days, then this claim will stand denied in its entirety.

A W A R D

Claim disposed of as set forth in the opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of August, 1978.