

The Second Division consisted of the regular members and in addition Referee Ronald L. Miller when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Firemen & Oilers  
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(CSX Transportation, Inc.

STATEMENT OF CLAIM:

1. That under the current and controlling Firemen and Oilers Agreement, T.F. Grimes, Jr., Tractor Operator, was unjustly dismissed from service on November 6, 1986 by Mr. J.R. Pair, Shop Superintendent, after a formal investigation was held on October 10, 1986 by D.W. Hess, Conducting Officer.

2. That accordingly, T.F. Grimes, Jr., Tractor Operator, be restored to his assignment at South Louisville Shops, Louisville, Kentucky, with all seniority rights unimpaired, vacation, health and welfare benefits, hospital, life and dental insurance premiums paid and compensated for all time lost effective November 6, 1986 and the payment of 10% interest rate be added thereto.

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

On September 11, 1986, the Claimant was employed by the Carrier as a Tractor Operator at its South Louisville Shops. Approximately two (2) weeks prior to this date, Claimant was specifically instructed by the Foreman to park his tractor by the Grinding Room at Shop #1 when not actively engaged in the performance of his work. However, on September 11th, the Assistant Shop Superintendent observed Claimant sitting idly for at least five (5) minutes at a location other than the Grinding Room. Subsequently, Claimant was charged with failing to comply with instructions (insubordination). A formal investigation was held on October 10, 1986, and on November 6, 1986, Claimant was dismissed from employment with the Carrier.

It is clear from the record that Claimant knew of and understood the instructions from the Foreman as to where he should locate himself when not performing work. It is also clear that for a period of time, five (5) to ten (10) minutes, he was observed sitting idly at a location other than the one to which he was assigned. The explanation put forth by Claimant for his conduct does not excuse his failure to comply with the instructions. Claimant was insubordinate when he failed to comply with the reasonable, specific instructions.

Insubordination may occur in many forms of conduct, including: an outright refusal to comply with instructions, unreasonable delay in carrying out instructions, and noncompliance without an outright refusal to comply. In this case, Claimant knew what was expected of him; yet he did not comply with the instructions. It is immaterial for this issue of insubordination that Claimant complied with the Assistant Shop Superintendent's work order. The Carrier has presented substantial evidence from which to conclude that Claimant was insubordinate to the Foreman.

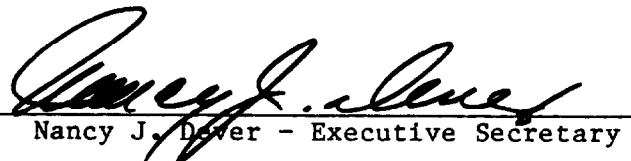
It is well established that an employee's work record may be taken into consideration in assessing the amount of discipline imposed, if any. Insubordination, in this case, failure to comply with clear, specific and reasonable instructions, is serious misconduct, and is proper and sufficient grounds for assessing severe discipline. Given Claimant's work record, we find no basis for setting aside the discipline imposed. Dismissal from service was neither arbitrary, capricious or unreasonable.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 19th day of April 1989.