

Special Board of Adjustment No. 1049
Case 354, Award 354
Claimant R. Hawkins, III

The Carrier contends that the Claimant failed to perform the work assigned to him and instead performed other tasks without direction or approval from his supervisor, conduct unbecoming of a Norfolk Southern employee.

Following the morning Safety Meeting on Wednesday, September 20, 2023, Mr. Mitchell issued assignments to the available workforce. He advised the Claimant that, because the gang was short a man, the Claimant was needed to work with the gang that day rather than perform his normal dump truck duties. Mr. Mitchell instructed the Claimant to serve as the TM623's foreman for the day, tasked with remediating defects in Linwood Yard identified during a recent FRA blitz of the territory. Mr. Hawkins repeatedly refused to comply with the instruction, contending that he had a contractual right to decline the assignment if he did not want to work it.

Following the 7:00 am Safety Meeting on Thursday, September 21, 2023, Mr. Mitchell again lined up the available workforce, this time instructing the Claimant to serve as TM623's foreman for the day, performing gauging work at milepost 299.1 on Main #1. Mr. Hawkins again refused multiple times to comply with the instruction on the same grounds as he had on the day before.


The Board has reviewed the evidence of record and the parties' arguments. We have carefully considered the Organization's procedural objections and found none that compromised or prejudiced the Claimant's contractual due process rights in any material way. In disciplinary cases such as this, the Carrier bears the burden of proving its case by substantial evidence and, where it meets that burden, of showing that any penalty imposed is not an abuse of its discretion.

The Board finds that the well-settled workplace principle of "comply now, grieve later," one of the most fundamental in labor relations, governed the circumstances at issue. Adherence to this principle prevents workplace disorder, ensuring that work continues while any disputes that might arise are addressed and resolved. Regardless of whether the Claimant considered the supervisor's instructions to be contrary to the Agreement, he had an obligation to comply with those instructions and, if he believed them to be improper, to subsequently grieve the perceived injustice through the dispute resolution process. Absent a showing that compliance with the instruction posed an imminent danger to his life or limb or would require him to commit an unlawful act, the Claimant cannot exercise self-help by simply refusing to comply. On September 20 and 21, the Claimant was clearly instructed by his supervisor to serve as the gang's foreman for the day. He clearly refused to comply with those instructions. The Board finds that the substantial evidence establishes that the Claimant was insubordinate and engaged in conduct unbecoming of an employee.

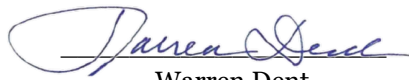
Having established the misconduct, the Board turns to the level of discipline imposed. Insubordination is no minor matter and has long been considered a terminable offense. In this case, the Claimant was assessed a time-served suspension (24 days). In light of the circumstances, we do not find the assessment unreasonable or excessive. Therefore, the Board will not disturb it.

AWARD

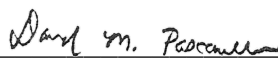
Claim denied.



Adam R. Lively
Carrier Member



Warren Dent
Neutral Member



David M. Pascarella
Employee Member

Dated: 3-10-2026