

SPECIAL BOARD OF ADJUSTMENT NO. 280

Award No. 140  
Case No. 219

PARTIES  
TO  
DISPUTE St. Louis Southwestern Railway Company  
and  
Brotherhood of Maintenance of Way Employees

STATEMENT  
OF CLAIM

- "1. Carrier violated the Maintenance of Way Agreement especially but not limited to Rule 6-Discipline and Grievances, when Carrier failed to prove charges against the accused. No charges are specified at hearing as to cause of dismissal.
2. Laborer Carl J. Linell be allowed payment for all time lost due to an improper dismissal on February 24, 1976, and with vacation, seniority rights and all other rights unimpaired until the date that he is reinstated."

FINDINGS

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

Claimant was dismissed from service on February 24, 1976 for insubordination in that it was alleged that he had refused to follow instructions from his foreman to take his tools with him and go to the specific work location. Following the investigative hearing held on March 10, 1976, Carrier sustained its previous discharge.

Petitioner makes three arguments in this dispute: 1. It is urged that the transcript of the investigation is not dated and refers to the caption of the investigation; there is no caption and no record of charges according to the Organization; 2. Neither Claimant nor his representatives were given an opportunity to present any witnesses; 3. Carrier did not prove its charges.

An examination of the record of this dispute indicates that the caption of the investigation contained a complete charge and was clearly dated. Further, the transcript of the investigation does not indicate any prejudice whatever or other actions by the hearing

officer denying Claimant or his representatives the right to present their defense. Hence, the procedural contentions of the Organization must be denied since they are not supported by the record. With respect to the merits of the dispute, it is quite evident that Claimant, on the day in question, did indeed refuse to carry out the instructions of his foreman. His noncompliance with the proper order from his supervisor was not a misunderstanding as alleged by Petitioner but clearly a matter of willful disobedience. In short, his actions constituted good cause for discipline. It is well established that insubordination is a dismissal offense. While the Board recognizes that there are varying degrees of insubordination, the refusal to obey a direct order from a supervisor is clearly beyond the pale of acceptable conduct. Furthermore, it is quite well known that Boards such as this may not substitute their judgments for that of Carrier unless Carrier's actions with respect to the discipline imposed have been unreasonable, capricious or arbitrary. In this instance, we do not find that Carrier's measure of discipline was inappropriate to the offense. Hence, the claim must be denied.

AWARD

CLAIM DENIED.



I.M. Lieberman, Neutral-Chairman



Carrier Member

October 19, 1979  
Houston, Texas



Employee Member