

The Second Division consisted of the regular members and in addition Referee James F. Scarce when award was rendered.

Parties to Dispute: { International Association of Machinists and  
Aerospace Workers  
Consolidated Rail Corporation

Dispute: Claim of Employees:

1. That the Consolidated Rail Corporation be ordered to restore Machinist C. Travis to service and compensate him for all pay lost up to time of restoration to service at the prevailing Machinist rate of pay.
2. That Machinist C. Travis be compensated for all insurance benefits, vacation benefits, holiday benefits and any other benefits that may have accrued and were lost during this period, in accordance with Rule 7-A-1 (e) of the controlling Agreement which was effective May 1, 1979.

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 classified as a Machinist and assigned to the 7:00 p.m. - 12:00 midnight tour at the Carrier's Selkirk, New York Diesel Terminal. The record shows that the Claimant absented himself from duty on March 20, 1980 and six dates in April of that year: April 9, 14, 15, 16, 19 and 21. The Claimant, while admitting to such absences, claimed concern over the safety for other employes had he reported for duty on those days, since he was purportedly under the influence of alcohol. The Claimant had already had a 30-day disciplinary suspension imposed on him for absenting himself for seven (7) days in March of that year. The Organization points to the Carrier's own program for alcoholism recovery and the Claimant's willingness to participate in its contention that dismissal was harsh, punitive and not corrective.

The increasing attention given in the industrial setting to alcohol abuse as a disease is well documented, and while the Carrier has unilaterally instituted a program of assistance in this regard, it is not a condition of the bargaining relationship. It would appear that the Claimant embraced the notion of assistance under such program only after he had had the extended period of absenteeism cited herein and in anticipation of additional discipline, possibly dismissal, for the same offense. Thus his decision to seek help came after one offense too many -- the one that drew for himself dismissal. Clearly, the Carrier is entitled to

be able to expect a dependable work force; the Claimant's actions here must be construed as a repudiation of his employment obligation.

While we are mindful of the Claimant's ten or so years of apparently good service for the most part, it would be an excessive use of this Board's authority to order the Carrier to reinstate him. Should the Claimant overcome his alcohol dependency, whether he can effect a return to duty would have to be a decision for the Carrier to make.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of March, 1983.