



Award No. 15507  
Docket No. SG-16265

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

*George S. Ives, Referee*

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and Eastern Illinois Railroad that:

Carrier improperly dismissed J. A. Bennett July 1, 1965, in violation of the Signalmen's Agreement, and should be required to revoke that discipline. [Carrier's File: 313-202]

**OPINION OF BOARD:** The essential facts in this dispute are not in issue. Claimant's service with Carrier was terminated on July 1, 1965 as a direct result of his actions on June 25, 1965, which Carrier contends amounted to Claimant's resignation from service and forfeiture of all seniority rights pursuant to a letter agreement dated January 4, 1965.

Petitioner asserts that Carrier erroneously concluded that Claimant resigned in accordance with provisions of Item 3 of the letter agreement dated January 4, 1965 and that Claimant was improperly dismissed in violation of both the letter agreement and the discipline provisions of the basic Agreement between the parties, which are contained in Rule 71 of said Agreement.

The pertinent language of the letter agreement between the parties dated January 4, 1965, provides as follows:

"3. It is agreed that Mr. Bennett (Claimant) will perform his duties to the best of his ability and any time there is any evidence of the use of alcohol while on duty he will immediately resign from the railroad and forfeit all seniority rights. Also, Mr. Bennett is to refrain from any abusive language around other employees and is to perform his work as required."

The record discloses that Claimant arrived at his place of employment prior to the prescribed starting time on June 25, 1965. Shortly thereafter, he requested and was granted permission to absent himself from duty for two or three hours for the stated purpose of attending to some personal business. On his late return to his place of employment at approximately 2:15 P.M., he was confronted by his supervisor, who questioned him concerning his activities that day. He readily admitted that he had been drinking alcoholic beverages during the day and also stated that he understood that he was obligated to return to duty that day.

On June 28, 1965, the Claimant met with an official of Carrier to discuss his conduct on June 25, 1965, at which time Claimant again admitted that he had consumed alcoholic beverages on said date. However, Claimant refused to tender his resignation in accordance with Item 3 of the letter agreement of January 4, 1965. Carrier then notified Claimant that it considered his disputed conduct as evidence of Claimant's resignation from service in accordance with the provisions of the aforesaid agreement. Carrier's decision was confirmed by letter dated July 1, 1965.

Thereafter, a hearing was held with respect to the Carrier's construction of the letter agreement dated January 4, 1965. Ultimately, a formal investigation regarding all phases of the matter was held on August 2, 1965. Claimant and his representatives participated in both the hearing and the investigation without raising any objection to the propriety or the conduct of either proceeding.

The record discloses that Claimant previously was discharged by Carrier for violating rules and regulations of the Carrier, particularly Rule G. Claimant was reinstated by Carrier on a leniency basis on January 4, 1965, subject to the provisions contained in the aforesaid letter agreement dated January 4, 1965. Carrier insists that Claimant violated the clear meaning and intent of Item 3 of said letter agreement on June 25, 1965, when he admittedly imbibed while away from his place of employment for several hours on "personal business" with a clear understanding that he was obligated to return to duty on the day in question. Under the particular circumstances involved herein, we concur in Carrier's interpretation of Item 3 of the letter agreement dated January 4, 1965. Therefore, we find that Claimant's conduct constituted constructive notice to Carrier that Claimant did not intend to abide by the agreement and that his resignation should have been tendered in accordance with the Agreement. Accordingly, we will deny the Claim.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of April 1967.

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