

**Award No. 19162**  
**Docket No. SG-19496**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**William M. Edgett, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY**  
**(Pere Marquette District)**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Pere Marquette District):

On behalf of R. D. Brady for reinstatement to his former position of Signal Maintainer at Benton Harbor, Michigan, with all rights restored and compensation for all time lost since his dismissal for alleged violation of Carrier Rules on or about November 22, 1970.

**OPINION OF BOARD:** Claimant, after a hearing conducted in accordance with Rule 801 of the Agreement, was dismissed from Carrier's service. His dismissal followed an accident which occurred on November 23, 1970 while Claimant was driving Carrier's truck. The Michigan State Police investigated the accident and charged Claimant with being drunk and disorderly at the accident scene.

Claimant entered a guilty plea to the charge. He explained that this was a matter of expedience, that he had no witnesses and there were two troopers, and that the legal fee for defending the charge would be prohibitive. He denied that he was drunk, stating that he had performed service for the Carrier in cold and windy weather and that this accounted for the troopers' observation that his eyes were watering and bloodshot. He states that he bit his lip in the accident, resulting in slurred speech and was bruised resulting in "unbalance." Claimant alleges that the accident was caused by a blowout.

The record shows that the tire that Claimant stated had sustained a blowout, had come off the rim, but had not blown. Claimant admitted having two bottles of beer just before accepting a call to work.

Carrier alleges a violation of Rule G, Rule 801 and responsibility in connection with damage to a company vehicle. Since violation of Rule G, which prohibits the use of intoxicants by employees on duty, is sufficient to support discharge, consideration of the other charges is not required. Carrier had sufficient evidence with probative value to support its finding that Claimant was in violation of Rule G. Therefore its dismissal of Claimant was not a violation of the Agreement.

**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 Employes involved in this dispute are respectively Carrier and Employes 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: E. A. Killeen  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of April 1972.