

On September 19, 1985, while Claimant was working as a Track Laborer, he injured his back. He was taken to a medical center in Roseville, California and, in the course of an examination, a urine sample was taken for toxicology testing. This was in accordance with the newly established program, which Carrier had instituted, in which it had decided (and promulgated to all

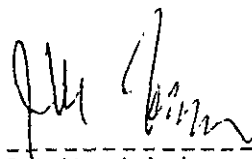
employees) that, in an effort to deal with drug and alcohol problems, all employees who either have physical signs of impairment, or had been involved in an incident or accident, were required to take a drug screening test. In this instance, the drug screening test indicated the presence of marijuana (cannabinoids). Subsequently, Claimant was cited for violation of Carrier's Rule G, which deals with alcohol and drug use, and a follow-up investigation was held on October 4, 1985. In the course of that hearing, Claimant indicated that he intended to participate in Carrier's Employee Assistance Program and had already contacted a Counsellor in that Program. The record indicates further that on October 7, 1985, in accordance with the Carrier's Employee Assistance Counsellor, Claimant entered the "starting point hospital" for drug rehabilitation. Some time between 24 and 48 hours after entering the hospital, Claimant signed himself out and nothing was heard from Claimant since that time by Carrier. Subsequently, by letter dated October 17, 1985, Claimant was advised that his violation of Rule G had been established and that he was dismissed from service.

The facts in this dispute are not in question. It is apparent from the record and Claimant's own testimony that he had been involved in the use of marijuana. His failure to participate effectively in the Employee Assistance Program, although committed to do so, was an indication of his attitude toward retention of his job, as the Carrier viewed it. The Board believes the Carrier

is correct in its assessment that Carrier is "unable to retain in its service any employee who is involved in either drugs or alcohol in any form, particularly in view of its public obligations. In this instance, Carrier acted properly within the scope of its Collective Bargaining responsibilities and other responsibilities. There is no merit to the claim and it must be denied.

AWARD

Claim denied.



I. M. Lieberman, Neutral-Chairman



R. J. Stuart, Carrier Member



C. F. Foote, Employee Member

San Francisco, California  
September 5, 1988