

NATIONAL MEDIATION BOARD

PUBLIC LAW BOARD NO. 4979

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

and

NATIONAL RAILROAD PASSENGER CORPORATION

AWARD NO. 54

System Docket No. BMWE-350D

STATEMENT OF CLAIM

(a) Carrier's dismissal of Claimant Glenn T. Haynes was without just and sufficient cause, was not based on any clear and probative evidence and was done in an arbitrary and capricious manner, wholly beyond the Scope of the Scheduled Agreement.

(b) Claimant Haynes shall be reinstated into Carrier's service with all seniority entitlements and shall be compensated for all lost wages, including overtime benefits which would accrue to him, as provided for in Rule 15 of the Scheduled Agreement.

FINDINGS

Following an investigative hearing, the Claimant was dismissed from service under the following Specification, which the Hearing Officer found to have been proved:

It is alleged that on Thursday, February 18, 1999, morning at approximately 11:15 a.m. EST, you were involved in a collision with another vehicle in the rear end at Michigan and 8th Street intersection in Michigan City, Indiana. You were driving Amtrak Vehicle #AN16312,

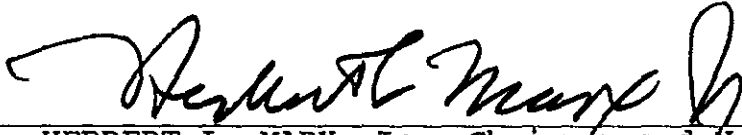
Amtrak's welding truck. . . . It is also alleged that you left the scene of the accident before police arrived and drove Amtrak Vehicle #AN16312 from this accident to Karwich Road, where you proceed north . . . [to] Long Beach, Indiana, where you struck a tree causing \$10,000 damage to Amtrak welding truck. . . . The second accident occurred at approximately 11:40 a.m. EST. It is further alleged that you were under the influence of alcohol which contributed to both accidents with a blood alcohol level of .387.

The Organization's defense of the Claimant is that he signed a Rule "G" Waiver following the incident and that he has successfully undertaken alcohol recovery training. This might provide some means of continued employment if the Claimant had been found with a positive blood alcohol level, with no other circumstances involved. Here, however, the Claimant may properly be held responsible for his errant conduct. This involved two successive incidents which could well have cause serious or possibly fatal injury to himself and others. This is quite apart from the damage done to Carrier property, as well as the Claimant's leaving the scene of an accident.

All of this makes the matter far more than simply a Rule "G" violation. There is no basis for the Board to modify the Carrier's action.

A W A R D

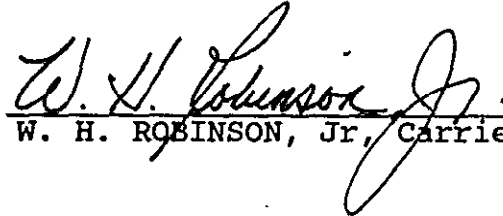
Claim denied.



HERBERT L. MARX, Jr., Chairman and Neutral Member



B. A. WINTER, Employee Member



W. H. ROBINSON, Jr., Carrier Member

NEW YORK, NY

DATED: 4-14-00