

PUBLIC LAW BOARD NO. 2366

DOCKET NO. 47

AWARD NO. 35

PARTIES TO DISPUTE:

Illinois Central Gulf Railroad

and

Brotherhood of Maintenance of Way Employees

STATEMENT OF CLAIM

- "(1) The dismissal of W. R. Bond was without just and sufficient cause and excessive...
- (2) W. R. Bond shall be reinstated with seniority and all other rights unimpaired and compensated for all wage loss suffered."

OPINION OF BOARD

The Claimant was notified of an investigation concerning an incident on a train in which the Employee was allegedly under the influence of an intoxicant, used vulgar language, became quarrelsome, vicious, and acted in a threatening manner.

Subsequent to the investigation, the Employee was terminated from the service of the Carrier.

The record shows that on February 23, 1981 the Claimant had purchased a ticket on AMTRAK Train No. 392 for travel between Champaign and Kankakee, Illinois.

In the Food Service Car the Employee ordered a sandwich and when he requested that it be heated he was advised that the train did not have an oven and according to the Carrier's evidence he became rather belligerent at that point in time which, the Carrier attributes partially to his state of intoxication. Moreover, the Carrier asserts that when he ordered a bag of potato chips he "purposely brushed against the chest of a female passenger standing by the counter." When the Club Car Attendant requested the Employee to return to his seat the Employee became agitated and used certain "foul language."

The Conductor, who was called to the scene, was also subjected to profane language. There is evidence to suggest that

Claimant threatened the Conductor with a knife. However, at about that time the train arrived at Kankakee, where the Claimant was led away by the police.

In the presentation to this Board, the Organization does not seem to contest the basic facts as set forth above but rather urges that an Employee need not account for his actions "after his work hours" asserting that what he does at that time is his personal life and not the concern of the railroad's. Stated differently, it is suggested that because the Claimant was not drunk during his prescribed working hours and had purchased a ticket rather than using an AMTRAK pass, the Company was not justified in dismissing him from service.

Not only did the Employee identify himself as a railroad Employee, he was wearing a hat that identified him with the Carrier so that it is not entirely accurate to state that there was no work-related incident involved. Coupled with that we note a rather unfortunate choice of language concerning the alleged state of the railroad as it related to the inability to obtain a hot sandwich.

The constant use of vulgarity by the individual who identified himself as an Employee of the Carrier, coupled with the fact that he produced a knife under rather threatening circumstances leads this Board to conclude that the defense is not well taken and that this Employee engaged upon a course of conduct which demonstrated that he was quite insensitive to the employee-employer relationship and we have no hesitancy in denying the claim in this case.

FINDINGS

The Board, upon consideration of the entire record and all of the evidence finds:

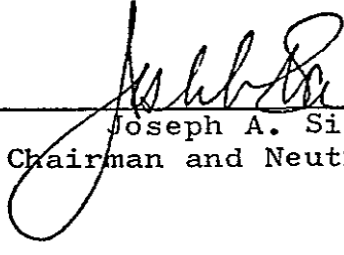
The parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute involved herein.

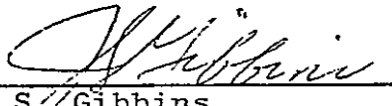
The parties to said dispute were given due and proper notice of hearing thereon.

AWARD

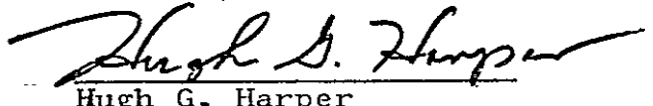
Claim denied.



Joseph A. Sickles
Chairman and Neutral Member



J. S. Gibbins
Carrier Member



Hugh G. Harper
Organization Member

Nov. 17, 1982
DATE