

Award No. 246

Docket No. 246

Mopac File 247-7011

Parties Brotherhood of Maintenance of Way Employees  
to and

Dispute: Missouri Pacific Railroad Company

Statement  
of Claim: 1. Carrier violated the effective Agreement when  
Trackman Fred Salsbury was unjustly dismissed  
on June 18, 1985.  
2. Claimant Salsbury shall now be reinstated  
to service with seniority, vacation, pass, and  
all rights accruing to him with pay for all time  
lost account his dismissal on June 18, 1985.

Findings: The Board, after hearing upon the whole record  
and all evidence, finds that the parties herein are Carrier  
and Employee within the meaning of the Railway Labor Act,  
as amended, that this Board is duly constituted by Agree-  
ment dated January 5, 1959, that it has jurisdiction of  
the parties and the subject matter, and that the parties  
were given due notice of the hearing held.

Claimant, was employed as a Trackman on Track Gang  
5276 headquartered in Memphis, Tennessee. He had previously  
been dismissed from service for a prior incident of unauthor-  
ized absenteeism. Claimant was conditionally reinstated  
to service on a leniency basis, on May 9, 1985. In con-  
nection therewith a written agreement was executed and signed  
by Claimant with the Employee's Assistance Counselor. Therein  
he had agreed to the following conditions:

- "1. To abstain from all alcoholic beverages and/or mood altering substances
2. He will initiate and maintain contact with the Employee's Assistance Program on a bi-monthly basis
3. He will attend at least two meetings of Alcoholic Anonymous each week
5. He understands this agreement supersedes any previous agreement
6. He will not have unexcused absences."

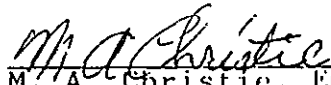
Claimant was unauthorizedly absent on May 14, 15, 16 and 17, 1985. The Division Engineer as a result issued a notice to Claimant to attend a formal investigation in light of his repeated refraction. As a result thereof Carrier concluded that he was guilty as charged. Claimant was dismissed from service as discipline therefor.

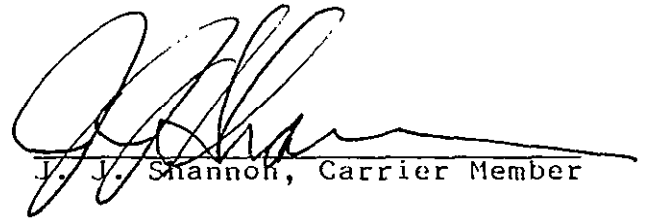
The Board finds that Claimant was accorded the due process to which entitled under his Discipline Rule.


There was sufficient evidence adduced to support Carrier's conclusion as to Claimant's guilt. He signed an agreement. By his "unexcused" absence Claimant had violated Item 6 of the above quoted agreement. Such absence was not authorized. Claimant stands where he is as the result of his own failure.

In light of Claimant's previous record the Board finds that the decision is reasonable.

Award: Claim denied.

  
M. A. Christie, Employee Member

  
J. J. Shannon, Carrier Member

  
Arthur T. Van Wart, Chairman  
and Neutral Member

Issued August 23, 1986.