

BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 1040
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
and
SOO LINE RAILROAD COMPANY

Case No. 36

STATEMENT OF CLAIM:

Appeal of Claimant Douglas Haggard's termination from the Carrier's service.

FINDINGS:

On June 10, 1996, the Carrier notified Claimant Douglas Haggard that a formal investigation was being scheduled to determine the Claimant's responsibility, if any, in connection with allegedly providing a positive urine sample in a random drug test conducted on June 1, 1996, which had the effect of violating a Rule G bypass which he signed in October of 1993. Following the investigation, the Carrier found the Claimant guilty of violating Carrier policy and the terms and conditions of the Rule G bypass. Subsequently, the Claimant was terminated effective July 10, 1996.

The parties being unable to resolve the issues, this matter comes before this Board.

This Board has reviewed the evidence and testimony in this case and we find that there is sufficient evidence in the record to support the finding that the Claimant violated the terms and conditions of his Rule G bypass. The record reveals that in October of 1993, after a drug and alcohol screening, the Claimant was found to be positive for both

alcohol and marijuana. He was informed that he was in violation of Rule G and was eventually allowed to enter into a program in effort to combat his problem. At the time, the Claimant signed a bypass agreement in which he was made aware that he would be subject to random testing and that any future positive tests would lead to his dismissal. A drug/alcohol test was performed on the Claimant on June 1, 1996, and the Claimant again came up positive for alcohol. By being positive for alcohol, the Claimant was in violation of the Rule G bypass and the Company rules.

Once this Board has determined that there is sufficient evidence in the record to support the guilty finding, we next turn our attention to the type of discipline imposed. This Board will not set aside a Carrier's imposition of discipline unless we find its action to have been unreasonable, arbitrary, or capricious.

This Board has stated on numerous occasions in the past that a Carrier need not put up with employees who cannot remain drug and alcohol free. The Claimant in this case was given a second chance and he was unable to live up to the conditions of that arrangement. Therefore, this Board cannot find that the Carrier acted unreasonably, arbitrarily, or capriciously when it terminated his employment. The claim will be denied.

AWARD

Claim denied.



PETER R. MEYERS
Neutral Member

Dated: September 20, 1996