

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."

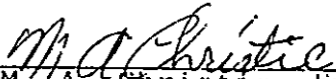
Claimant was unauthorizedly absent on May 14, 15, 16 and 17, 1985. The Division Engineer as a result issued a notice to Claimant to attend a formal investigation in light of his repeated refractation. As a result thereof Carrier concluded that he was guilty as charged. Claimant was dismissed from service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

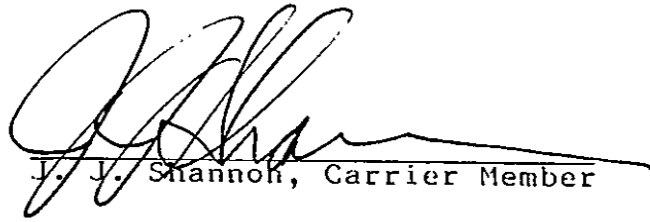
The Board finds that Claimant was accorded the due process to which entitled under his Discipline Rule.

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.