

SPECIAL ADJUSTMENT BOARD NO. 180

PARTIES TO THE DISPUTE:

UNION PACIFIC TRANSPORTATION CO.
(WESTERN LINES)
(Formerly Southern Pacific Transportation Company)

- and -

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STATEMENT OF CLAIM:

Claim of San Joaquin District Engineer H. L. Conn for reinstatement to service of the Company with full seniority and all other employment rights restored and that he be compensated for all time lost in connection with Claimant's assessment of Dismissal, on June 18, 1991. Further, Claimant's annual vacation rights should be restored, and he should be compensated accordingly. In addition, Claimant's personal record should be completely expunged of any notation or record pertaining to this case.

OPINION OF THE BOARD: Engineer H. L. Conn ("Claimant") with over 21 ½ years of service with the Carrier (at the time of the investigation), was assigned to pool freight service working in Los Angeles, California. At a formal investigation convened at Los Angeles, California, he admitted to making a rough coupling and effectively conceded a violation of "Restricted Speed", as found in the General Code of Operating Rules, Southern Pacific Transportation Company (Effective October 29, 1989), and "Rule 241 Stop and Proceed", as contained in the Western Region General Order No. 5. Under current Carrier policy, this rule violation ordinarily would carry a thirty (30) days suspension, but after finding Claimant culpable of the charges, he was dismissed from service by a letter dated June 18, 1991.

AWARD No. 2206
NMB CASE No. 2206
UNION CASE No. E-26919-32-21(g)
COMPANY CASE No. E&F 1-TEH-29

The apparent reason for this escalation of the penalty in this case was the exacerbating effect of an admitted subsequent Rule G violation, for which Claimant was charged and eventually found culpable based on another separate formal investigation convened on July 18, 1991. At that investigation, Claimant acknowledged that he had "a drinking problem", asserted that he had entered into an in-patient rehabilitation program and stated that he had been working with Carrier's Employee Assistance Program counselors since his hospitalization.

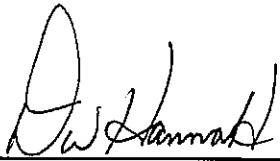
It is important to note that Claimant has no prior Rule G violations and that this Carrier has an enlightened personnel policy of allowing employees with self-acknowledged and demonstrated addiction problems a good faith opportunity for rehabilitation. In light of the special circumstances in the record, on a non-precedent and non-referable basis, this Board directs Carrier to proffer to Claimant a conditional reinstatement to service, for his last chance opportunity, with seniority rights unimpaired but without pay for time out of service.

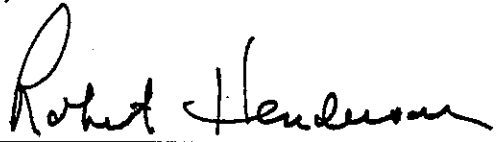
His return to service is now in his own hands. Claimant's reinstatement is conditioned upon providing Carrier with appropriate certification that he is in compliance with EAP requirements and is cleared by EAP for return to service. Failure of Claimant to provide such certification of EAP clearance within thirty (30) days of receipt of Carrier's proffer of conditional reinstatement, consistent with the terms of the Award of this Board, shall be construed as a self-executing return to discharge status.

AWARD

- 1) Claim sustained, in part and denied, in part, as indicated in the Opinion.
- 2) Within thirty (30) days of execution of this Award by a majority of this Board, Carrier shall offer Claimant reinstatement under the terms set forth in the foregoing Opinion of the Board.
- 3) If Claimant does not comply within thirty (30) days of Carrier's proffer of conditional reinstatement with the conditions for his reinstatement, with seniority intact but without pay or benefits for time held out of service, such failure shall constitute a self-executing reversion to discharge status.


Dana Edward Eischen, Chairman


Union Member


Company Member

03/03/03