

The Second Division consisted of the regular members and in addition Referee Josef P. Sirefman when award was rendered.

Parties to Dispute: ( Jerry L. Bent  
( Burlington Northern Inc.

Dispute: Claim of Employees:

1. That on August 3, 1979, claimant, Jerry L. Bent, was dismissed from the services of the Burlington Northern, Inc. for allegedly falsifying his expense account for the dates of June 25, 26, 27, 28 and 29, 1979. Claimant's dismissal was unjust and wrongful and that he was not granted a fair and impartial investigation.

2. That accordingly, the carrier be order to reinstate claimant in the services of Burlington Northern, Inc. with his seniority rights fully restored and his wage loss fully compensated.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Claimant, J. L. Bent, Traveling Mechanic, was charged on July 9, 1979 with "falsifying your expense account for the month of June on June 25, 26, 27, 28 and 29 ...". An investigation was held on July 16, 1979, and on August 3, 1979 the Carrier notified Claimant of dismissal -

"for violation of Safety Rule 661 of the Burlington Northern Safety Rules by claiming reimbursement of expenses for himself and a party not associated with this company at the Holiday Inn, Council Bluffs, Iowa June 25, 26, 27, 28, 29, 1979 and using a company truck for transportation of the 18 miles between his headquarters in Glenwood, Iowa and Council Bluffs, Iowa, without authority, while employed as traveling mechanic with authorized lodging expenses for his headquarters at Glenwood, Iowa while assigned to Steel Gang #14."

There appears to have been a misunderstanding concerning representation for Claimant at the investigation. Nevertheless, a review of the record before this Board establishes that Claimant received a fair and impartial hearing. Claimant's representation on his own behalf was effective, and the information developed at the investigation was substantially the same as that which had already been supplied by Claimant to his Foreman some days earlier. The notice of investigation contemplated all aspects of the claimed falsification, including the means by which Claimant travelled to the more distant motel than that was available nearer the job site. Thus, the use of a company truck for that purpose was inextricably linked to Claimant's choice of motel. That the details surfaced at the investigation did not bar the Carrier from considering them when making the determination to terminate.


To accomodate a friend Claimant selected a motel which had a swimming pool some 18 miles from the job site, paid for a double occupancy rate, and put in for total reimbursement. It strains credulity to accept the assertion that Claimant was "in error" when he put in for the full rate. Claimant had ample knowledge of the single occupancy rate, substantially lower than the double occupancy rate; he was aware that he had booked for double occupancy and would be charged accordingly; and was aware of the extra mileage involved in selecting the farther motel but did not seek authorization for that distance. Nevertheless, Claimant put in for the five days at the higher rate, and did not concede an "error" until the Foreman called his attention to the overcharge. There was substantial evidence to sustain the Carrier's decision that there was no error, and to discipline Claimant. Given his relatively short period of service with Carrier, his awareness of Rule 661, and the severity of the violation termination was a reasonable penalty.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST:

  
Nancy J. Leever - Executive Secretary

Dated at Chicago, Illinois this 11th day of January, 1984