

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32062
Docket No. CL-32641
97-3-95-3-387**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation (AMTRAK)**

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-11161) that:

- 1) The Carrier acted in an arbitrary, capricious and unjust manner and in violation of Rule 24 of the Agreement when, by notice of September 16, 1993, it assessed discipline of termination against Reservation & Information Clerk, Tammie Sawyer.**
- 2) The Carrier shall be immediately required to reinstate Claimant to service with seniority rights unimpaired and compensate her an amount equal to what she could have earned, including but not limited to daily wages, overtime and holiday pay had discipline not been assessed.**
- 3) Carrier shall now expunge the charges and discipline from Claimant's record."**

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

At the time this dispute arose, Claimant was assigned as Reservation Clerk in Chicago. Part of her responsibility in this position was the preparation of cash vouchers for her Supervisor's approval. A document of this type is called an "emergency exchange voucher" or EEV. They are generally intended for payment to passengers under emergency conditions, e.g., to pay hotel or alternative transportation costs when a passenger is prevented from reaching his destination due to a mishap such as a train cancellation. On occasion, they are used to reimburse employees for taxi fare if they work past midnight. When that happens, they are required to submit a taxi receipt to their Supervisor, who will then sign an EEV for them.

On August 30, 1993, Claimant presented EEV No. 75 0389352 to the Ticket Clerk in exchange for \$65.00 cash. Believing the Supervisor's signature to be suspicious, the Ticket Clerk reported the transaction to his Agent, who in turn brought it to the General Supervisor of Ticketing. He then asked Claimant's Supervisor whether he had, in fact, signed EEV 75 0389352; he said he had not.

By letter of September 1, 1993, Claimant was notified to appear for a formal investigation concerning her alleged dishonesty, specifically:

"On August 30, 1993, you presented for payment at the Chicago Union Station ticket office Vendor's Coupon 1 (green slip) of Emergency Exchange Voucher (EEV) no. 75-0389352. This fraudulent request for funds was made with a voucher purported to contain the signature of R. D. Batten, which in fact it did not. The EEV was neither completed nor presented at the direction of an Amtrak Supervisor."

Following an investigation, Claimant was notified on September 16, 1993 of her termination from Carrier's service. The Organization appealed her discipline by letter of October 8, 1993. That appeal was denied by Carrier and subsequently progressed in the usual manner including conference on the property on September 29, 1994, after which it remained unresolved.

It is the position of the Carrier that Claimant is guilty as charged. It notes the many inconsistencies in her story, in contrast to the credibility and consistency of her Supervisor's testimony. An expert witness at the Hearing testified and demonstrated that the signature on the \$65.00 voucher had been traced from the one on a \$27.00 voucher also submitted by Claimant. The Carrier maintains that there is ample evidence to support the discipline assessed.

For its part, the Organization contends that Carrier has failed in its burden of proof. It points out that there are several alternative explanations as to why Claimant's Supervisor's signature appeared to be traced on the voucher in question, explanations which would serve to exonerate Claimant. Moreover, the Organization asserts that Carrier failed to call as a witness Claimant's Supervisor's Secretary, whose testimony would have been crucial to establishing the truth concerning the events in question.

A careful review of the entire transcript before this Board indicates that the Carrier has, in this case, met its burden of persuasion. Throughout the Investigation there are numerous inconsistencies and contradictions in Claimant's explanation of why she needed the \$65.00 in the first place, and how she had that voucher processed. There is nothing in the transcript to suggest that the Carrier's Officer was unreasonable in his assessment of Claimant's credibility or lack thereof. Further, it has been held consistently on this and other Boards that it is not the responsibility of the Carrier to present witnesses to buttress the Organization's position. This Board has also held that theft, even relatively minor in nature, is a serious breach of the Carrier's trust in employees. In the case of employees with financial responsibility as part of their jobs, it is a particularly grave matter. In light of the foregoing, we see no reason to overturn Carrier's assessment of discipline.

AWARD

- * Claim denied.

Form 1
Page 4

Award No. 32062
Docket No. CL-32641
97-3-95-3-387

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 10th day of June 1997.