

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Burlington Northern Railroad

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Railroad (BN):

Claim on behalf of R. L. Bennett, for reinstatement to service, with all rights and time lost restored, including lost expenses, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Rules 13 and 54, when it did not prove his guilt as charged in hearing of March 28, 1988." G.C. File F-88-8-481. Carrier File ESI-88-8-19.

FINDINGS:

The Third 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 waived right of appearance at hearing thereon.

This is a Claim for reinstatement to service. The records show that the Claimant entered Carrier's service in April, 1978. In February, 1988, Claimant was assigned as a member of Signal Gang No. 6 at Memphis, Tennessee. At that time, Claimant was working away from his assigned headquarters location. Rule 13 of the Agreement makes provisions for employees who are required to be away from their assigned headquarters point. Rule 13 reads in pertinent part as follows:

"RULE 13. SERVICE - AWAY FROM HEADQUARTERS

* * * *

B. An hourly rated employee required by the Carrier to remain away from his assigned headquarters point during his meal periods specified in Rule 5 will be reimbursed for the actual cost of purchasing such meals.

* * * *

E. Necessary actual expenses will be allowed when away from headquarters.

* * * *."

On or about March 8, 1988, the Claimant submitted to the Carrier his expense account form for reimbursement of expenses allegedly incurred by him on eight (8) dates during the month of February, 1988. When Carrier's Signal Supervisor who is charged with reviewing and approving such employees expense accounts, reviewed Claimant's expense account, he noted that Claimant had asked for reimbursement of \$15.00 for each of six (6) dinner meals as listed on the expense account report. Because these dinner meal amounts claimed were more than the restaurant charge entries as shown on the copy of the motel bill which had been submitted to verify Claimant's over-night motel accommodations, the Signal Supervisor arranged to get from the motel copies of the actual meal checks covering the meals in question. Each of these meal checks reflected the same amounts as were indicated on the copy of the motel bill and each meal check had been signed by the Claimant. Thereupon, the Signal Supervisor questioned Claimant relative to the discrepancies and - failing to receive a satisfactory explanation - approved Claimant's expense account for the lesser meal amounts as shown on the actual meal checks.

Subsequently, by written notice dated March 8, 1988, the Claimant was instructed to attend a Hearing scheduled to be held on March 14, 1988. The stated purpose of the Hearing was "...for the purpose of developing the facts and determining your responsibility, if any, in connection with your alleged falsifying of claimed expense allowance shown on employee expense Form 10023 for the dates February 1, 3, 8, 9 and 10, 1988." At Claimant's request, the Hearing was postponed to and held on March 28, 1988. Thereafter, by written notice dated April 27, 1988, Claimant was dismissed from the service of the Carrier. The dismissal has been appealed through the normal grievance procedures on the Carrier's property in accordance with the provisions of the Agreement. Failing to reach a satisfactory resolution of the grievance during the on-property procedures, the parties have come to this Board for final adjudication of the matter.

Our Board has reviewed the extensive record in this case and has considered the several arguments which have been advanced by the respective parties.

Rule 13, as quoted in pertinent part supra, is clear and succinct. It refers specifically to "actual cost of purchasing such meals." In this case, a proper question arose relative to what was the "actual cost" of Claimant's dinner meals. Carrier clearly has an obligation under Rule 13 to reimburse employees for such "actual cost." However, Carrier has a concomitant right to expect its employees to support their requests for reimbursement of "actual cost." While meal receipts are not the norm on this property, clearly, when the Signal Supervisor had a legitimate concern relative to the amounts claimed by the Claimant, he (Claimant) had a responsibility to offer something other than the interruption, confusion, evasion and obfuscation which he offered at the Hearing which was held to develop the facts. The actual restaurant bills - each of which included tips in the total amounts - corresponded to the amounts charged to Claimant's motel account. These amounts did not add up to the amounts which Claimant asked for on his expense account form. The Claimant's expense account form was clearly false as it related to the dinner meal amounts here in question.

The Organization argues that there were certain inaccuracies in the Hearing transcript which impact adversely on the Claimant's right to a fair and impartial Hearing. The Board has judiciously examined this allegation. Even if we were to accept the Organization's version of the answer to the single question which is challenged in this argument, there would be no change in the clearly established fact that the Claimant asked the Carrier to reimburse him for more than the "actual cost" of the meals which he purchased. Such an act is a form of dishonesty and this Board has repeatedly held that dishonesty deserves dismissal.

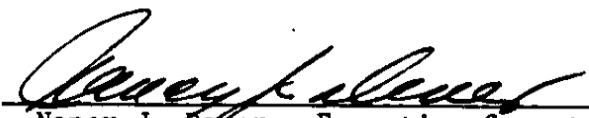
The record in this case contains substantial probative evidence to support the Carrier's decision to discipline Claimant. When we consider the severity of the proven offense, and when we add to this proven offense the prior discipline record of the Claimant, we can only conclude that dismissal from service was not an unreasonable penalty.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of August 1990.