

PUBLIC LAW BOARD NO. 1760

Award No. 91

Case No. 91
File MW-DEC-86-46

Parties Brotherhood of Maintenance of Way Employes
to and
Dispute Norfolk and Western Railway Company

Statement

of Claim: Claim on behalf of W. J. Atwater requesting that he be reinstated with all rights unimpaired and paid for time lost as a result of his dismissal for unauthorized use of N&W credit card.

Findings: The Board has jurisdiction of this case by reason of the parties Agreement establishing this Board.

Signal Supervisor D. J. Hollingsead, while getting gasoline at an Amoco station in Decatur, Illinois, on April 20, 1987, was informed by the Manager that a Norfolk and Western Railway Employee was purchasing gas for his personal auto and charging it on a Norfolk and Western Railway Company credit card. Claimant's name was given to said supervisor. The Supervisor turned the matter over to the Police and Special Services for further investigation.

Copies of the charge tickets involved were obtained. They reflected that on three occasions Claimant had purchased gasoline and other items for a 1976 Lincoln, Illinois license plate 327567, on April 7, 13 and 22, 1987, and that on each occasion the Claimant used the Company credit card and showed his license number as 2805BH which was the license number of the company vehicle assigned to Claimant.

The Amoco Manager advised the Special Service Investigator that he became suspicious of these charges, and at one point questioned the Claimant regarding such. He was advised by the Claimant that he used his personal vehicle for Company business.

A formal investigation was held to determine Claimant's responsibility in connection with the unauthorized use of Norfolk and Western universal credit card #005-950-550-3 for his personal vehicle. As a result of the hearing held, on May 4, 1987, the Division Engineer concluded that the evidence supported the conclusion of Claimant's guilt as charged. He was dismissed from service as discipline therefor.

Claimant was accorded the due process to which entitled under his discipline rule.

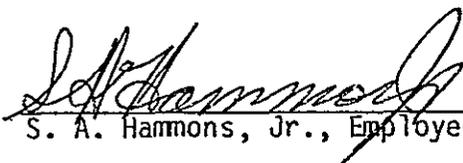
There was sufficient evidence, including the admissions of Claimant against interest, to support Carrier's conclusion as to his guilt. The evidence reflected not only that he purchased gas but also that he charged anti-freeze and a gas additive.

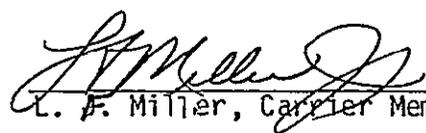
The Employees appear to have progressed this case on the basis that the discipline imposed was harsh and excessive. That, in essence, is a plea for leniency. As such it is in the domain of a managerial prerogative. Carrier possesses the sole discretion therefor. Third Division Award 24567, on this property, had the same issue before it and expressed that:

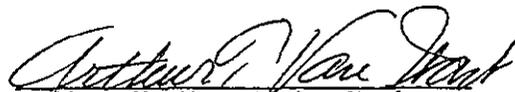
"Dishonesty in any form is a serious offense and theft or embezzlement has long been considered a dismissal offense. The Carrier should be able to rely on the honesty and integrity of its employees. No better example of this principle is available than this case where the Claimant was entrusted with a motor vehicle needed in his work and a credit card to be used for its operation. Evidence supports his betrayal of the trust the Carrier placed in him."

The discipline imposed is reasonable. This claim will be denied.

Award: Claim denied.


S. A. Hammons, Jr., Employee Member


L. F. Miller, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member