

December 19, 2007. Claimant was advised that he had been found guilty of the charge and had been dismissed from service.

The Organization raised a number of procedural objections in the claim. None of them provide a basis for disturbing the discipline. The revised notice was not an improper unilateral postponement of the hearing; it was a simple correction of an error in the original notice. On its face, the original notice was in error as it purported to schedule the hearing for a time more than ten months in the past. The notice and revised notice were sent to Claimant and the General Chairman at their last known addresses. Carrier did not violate the Agreement when it proceeded with the hearing in absentia.

A Special Agent testified that Carrier's Accounting Department noticed irregularities with respect to fuel purchases on several Carrier fuel credit cards. The Special Agent initiated surveillance at one of the gas stations at which the irregular purchases had been made. The gas station in question was closed at night but the pumps were left on for credit card purchases. On the second night of surveillance, the Special Agent observed Claimant use the Carrier credit card to purchase fuel for nine different vehicles. The Special Agent confronted Claimant who confessed to using the Carrier credit card to purchase fuel for others and to taking cash payments from the others equal to one-half the retail price of the gas.

Subsequently, Claimant was arrested and felony charges against Claimant were pending at the time of the investigation. There is no question that Carrier proved the charge by substantial evidence. Nothing in the Agreement requires Carrier to retain such a thief in its employ.

AWARD

Claim denied.



Martin H. Malin, Chairman



B. W. Hanquist
Carrier Member



T. W. Kreke
Employee Member

3-23-09

Dated at Chicago, Illinois, February 26, 2009