

PUBLIC LAW BOARD NO. 1582

PARTIES) THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
TO)
DISPUTE) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

STATEMENT OF CLAIM: That the Carrier's decision to suspend Claimant Middle (Old Oklahoma) Division Machine Operator T. L. Mort from service from December 7, 1984 until February 4, 1985 after investigation November 29, 1984 was unjust; That the Carrier now lift the suspension from Claimant's record, reimbursing him for all wage loss and expenses incurred as a result of attending the investigation November 29, 1984 because a review of the investigation transcript reveals that substantial evidence was not introduced that indicates Claimant is guilty of violation of rules he was charged with in the Notice of Investigation.

FINDINGS: This Public Law Board No. 1582 finds that the parties herein are Carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimant was notified to attend the Roadmaster's office in Oklahoma City, Oklahoma, November 21, 1984, to determine the facts and place his responsibility in connection with his possible violation of Rule 16, General Rules for the Guidance of Employees, Form 2626 Standard, concerning his allegedly falsifying his first-half October 1984 time sheet. Pursuant to the investigation, the claimant was found guilty and suspended from service from December 7, 1984 until February 4, 1985.

Chief Maintenance Clerk J. B. Enszt testified that he had reviewed the time sheet in question on November 9, 1984 and there were eleven days charged for special allowances. He testified that in the Notes column it reflected that the claimant moved from Guthrie October 4, 1984 to Oklahoma City October 5, 1984. He noted that the special allowances to machine operators is a camper allowance, which is Code 45, which is due when they are working outside the 30-mile limit, and if they return to their home station, they are allowed 60 calendar days pay. Enszt testified that outside their limit meant 30 miles from their home station or their residence. He further testified that there was no movement wire filed by the claimant. He testified that the claimant was not entitled to any special allowance from October 4 if he had not moved to Guthrie.

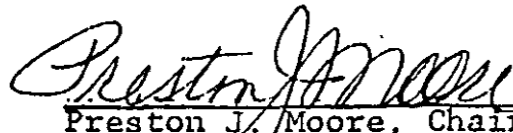
Roadmaster V. D. Davis testified that the claimant was assigned as a machine operator on backhoe in his territory. He testified that during the first half of October the claimant was assigned to Flynn Yard. He further testified that the claimant did not move to Guthrie during the first half of October.

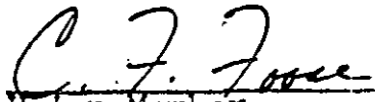
Track Supervisor Robert R. Ellison testified that the claimant was in his territory and the claimant's work location was downtown Oklahoma City below the elevation, approximately six miles from Flynn Yard. He further testified that at no time during the first half of October did the claimant move to Guthrie.

The claimant admitted that he did not move from Oklahoma City to Guthrie on October 4 and then back to Oklahoma City on October 5. The claimant testified that the purpose of making the move on the time sheet stemmed from a phone conversation he had with Mr. J. B. Ensz. He stated that in May of 1984, he called in to bid off the machine because his 60-day period was almost up and he was advised he could only bid off if there was another machine available. He stated that he referred to the agreement book which states that a machine operator may exercise seniority rights under this rule after the 60-day period expires, and since he was not allowed to bid off the machine and not allowed to displace, the expenses should have been paid by the Carrier. They were not; in fact, four days expenses were taken off the time sheet for the first half of June.

The claimant stated that he did not know what else to do and just made a mistake. The claimant admitted that the reason he entered on his time sheet the move from Oklahoma City to Guthrie and then back to Oklahoma City was to continue drawing special allowances. Under the circumstances, there is no justification for setting the discipline aside.

AWARD: Claim denied.


Preston J. Moore, Chairman


Union Member


Carrier Member

Dated at Chicago, Illinois
January 14, 1985