

PUBLIC LAW BOARD NO. 1925

Award No. 15

Case No. 15

Docket No. 77-24

Parties Brotherhood of Maintenance of Way Employes

to and

Dispute Southern Pacific Transportation Company
Texas and Louisiana Lines

Statement of Claim: Claim of B of M of WE and request "that Mr. J. M. Grider be returned to work as a track foreman and that he be compensated for all time lost, that his seniority, vacation, insurance and other rights be restored, and this charge be stricken from his record.

Findings: The Board finds, after hearing upon the whole record and all evidence, that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 23, 1977, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearings held.

Claimant, who was headquartered at Lufkin, Texas, was dismissed from his position as Track Supervisor, November 5, 1976, for falsification of expense accounts resulting in a violation of Rule 101. He was given, at his request, an investigation which failed to cause any change in the original decision.

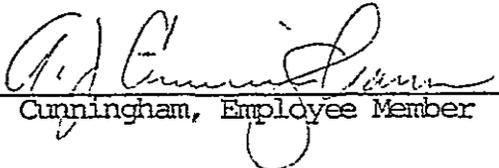
Here, Claimant, on dates specified, turned in receipts for motel accommodations for allegedly staying at Cleveland and Livingston, Texas. Subsequent investigation revealed he neither had stayed there nor were such receipts those as issued by the motels involved. The record reflected that Claimant took the position as Track Supervisor, which required the use of his personal automobile. However, there was an implied restriction that the use of such automobile was limited to 600 miles per month even though coverage of the territory, involved at times, exceeded 3000 miles per month. Claimant chose to claim reasonable lodging expense as a means of offsetting the automobile expense occurred.

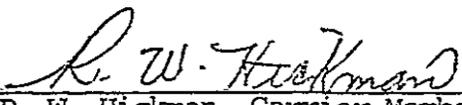
The Board finds that Claimant was accorded due process and that the evidence adduced supported Carrier's conclusion as to Claimant's culpability.

The Board finds that the discipline in the particular circumstances herein was harsh. Claimant had no right to do what he did do to correct what appears to be a wrong bred by the Division people. Claimant apparently was an excellent worker, and desired promotion. He was told at the time of the mileage limitations. He knew, as did the party offering him the position, that he would incur automobile expenses that were not openly reimbursable. Motel expenses under the similar circumstances were approved which led Claimant to believe that what he did was proper. The Board concludes that Claimant's action, while designed to fool the Carrier, were not intended to enrich him. In the limited circumstances involved and because of Claimant's excellent record, the Board reinstates Claimant to service without pay for any time held out of service. Any reference to dishonesty on Claimant's service record shall be removed therefrom.

Award: Disposed of per findings.

Order: Carrier is directed to make this Award effective within thirty (30) days of date of issuance shown below.


A. J. Cunningham, Employee Member


R. W. Hickman, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued at Falmouth, Massachusetts, September 7, 1977.