

PUBLIC LAW BOARD NO. 1925

Award No. 2

Case No. 2

File No. MW-76-4

Parties Brotherhood of Maintenance of Way Employees

to and

Dispute Southern Pacific Transportation Company

Statement of Claim: 1. Carrier improperly dismissed from its service, Laborer-Driver Merrix Papillion, Extra Gang 124, on December 9, 1975, based on unproven charges.

2. Claimant be reinstated to his former position in Carrier's service with all seniority, vacation rights, insurance coverage and any other rights accruing to him, unimpaired, and with compensation for all pay lost from December 9, 1975, until he is restored to service.

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 hearing held.

Claimant Papillion, a Laborer-Driver on the Lafayette Division, was assigned to Gang Truck #2311. He was issued a Company credit card for the purchase of gasoline, oil and other necessary automotive supplies for his truck. Claimant was dismissed from service December 9, 1975, for the unauthorized use of said credit card on

specific dates in June and July 1975 resulting in a violation of Operating Rules 801 and 806. He requested and was granted a hearing. As a result of the evidence adduced at said hearing, Carrier concluded that the dismissal was proper.

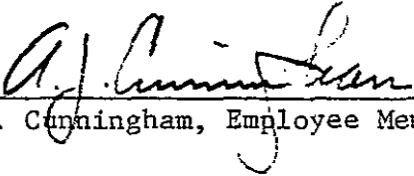
The Board finds that Claimant was given a fair and impartial hearing in accordance with the Agreement rules. He was given proper written notice, pursuant to Article 14(a) of the cause for dismissal with ten (10) days thereof. He faced his accusers, was ably represented, had the right to have witnesses, and exercised his right of appeal.

There was sufficient probative evidence presented to support Carrier's conclusion that the credit card assigned to Claimant was improperly used to purchase gasoline for automobiles rather than for the Company truck assigned to Claimant, and in locations and on days that were inconsistent with Claimant's authorized work pattern and requisite. Further, Grievant admitted that "some" of the signatures on the credit card slips were his. The record shows that the investigation on Claimant's misuse of the Company credit card was started as the result of an anonymous telephone call.

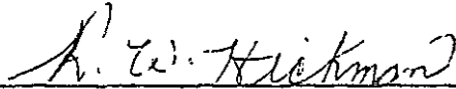
The Board finds no cause in the record to affect the discipline imposed. Honesty is a necessary requisite of the employment

relationship. There is an implied provision in every contract of employment that an employee will honestly and faithfully discharge his duties in his employer's service in exchange for which the employer will keep his part of the bargain made. Here Claimant's acts were dishonest and a discharge is compatible therewith.

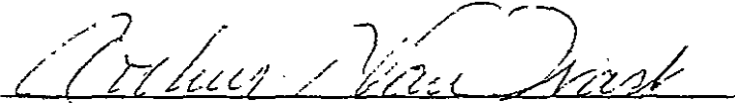
Award: Claim denied.



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.