

PUBLIC LAW BOARD NO. 3558

PARTIES     )  
TO            )  
DISPUTE    )     BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES  
                  )     SOUTHERN PACIFIC TRANSPORTATION COMPANY  
                  )     EASTERN LINES

AWARD

STATEMENT OF CLAIM:

"1.     Carrier violated the effective Agreement when Laborer Driver T. J. Celestine was unjustly dismissed from service.

2.     Claimant Celestine shall now be reinstated to his former position with all seniority, vacation rights, and any other rights accruing to him unimpaired in addition to all pay lost commencing December 8, 1986, and to run concurrently until he is restored to service." (MW 87-22)

OPINION OF BOARD:

As a result of charges dated December 8, 1986, hearing eventually held on January 6, 1987 and letter dated January 8, 1987, Claimant, a Laborer-Driver employed by the Carrier for approximately eight and one half years, was dismissed from service for dishonesty in violation of Rule 607 for improper use of a Carrier credit card.

Review of a printout of Gelco gasolines purchases made during the period between January 1, 1986 and November 29, 1986 showed \$10,383.59 worth of charges on a Gelco card assigned to Truck L-56 and 2006 RD. Review of the hard copies of the charge tickets revealed Claimant's signature.

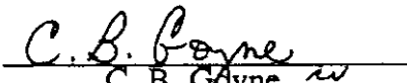
Although Claimant denied knowledge of the purchases, statements taken from employees at the involved service stations identified Claimant as the person making the various charges at their respective stations for vehicles not belonging to the Carrier. The purchases included beer and cigarettes. Further, those statements identified Claimant's picture as the individual making the purchases.

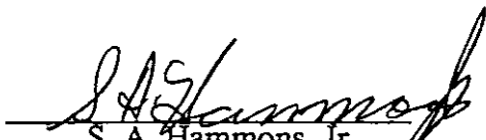
This case raises similar issues to those discussed in PLB 3558, Award No. 60. For the same reasons expressed in that award, we do not believe Claimant was deprived of a fair hearing through the Carrier's use of statements from the employees of various service stations. As in Award No. 60, all of the evidence against Claimant did not come from those statements. Independent corroborative evidence exists in this record, specifically, Claimant's access to and use of the Gelco credit card; the printouts; the availability of the hard copies of the receipts with Claimant's signature and Claimant's ownership of the type of personal vehicles that he was driving when some of the purchases were made (a black Chevrolet pickup truck and a Lincoln Continental). Based on the above, we are satisfied that substantial evidence in the record supports the Carrier's determination that Claimant was dishonest within the meaning of Rule 607. Under the circumstances, dismissal was neither arbitrary or capricious.

**AWARD:**

Claim denied.

  
Edwin H. Benn, Chairman  
and Neutral Member

  
C. B. Gayne  
Carrier Member

  
S. A. Hammons, Jr.  
Organization Member

Houston, Texas  
June 30, 1988