

Award No. 53
Case No. 54

PUBLIC LAW BOARD NO. 4244

PARTIES) ATCHISON, TOPEKA AND SANTA FE RAILWAY CO.
TO) AND
DISPUTE) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

STATEMENT OF CLAIM: Carrier's decision to remove Texas Division Welder L. W. Greer and Welder Helper M. W. Haxton from service, effective January 31, 1989, was unjust.

Accordingly, Carrier should be required to reinstate Claimants Greer and Haxton to service with their seniority rights unimpaired and compensate them for all wages lost from January 31, 1989.

FINDINGS: This Public Law Board No. 4244 (the "Board") finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended. Further, the Board has jurisdiction over the parties and the subject matter involved.

In this dispute former Texas Division Welder L. W. Greer and Welder Helper M. W. Haxton (the "Claimants") were notified to attend a formal investigation on January 31, 1989 concerning their alleged use of a Carrier credit card to purchase fuel for a personal vehicle on January 3, 1989 at Longview, Texas in possible violation of Rules B, L, 600, 607, 609, 613 and 621 of the Carrier's Rules Maintenance of Way and Structures. Pursuant to the investigation the Carrier determined that the Claimants violated the cited rules, and they were removed from service.

The record shows that on January 3, 1989, Claimant Greer was driving a Carrier vehicle and Claimant Haxton was in his personal vehicle when they stopped to purchase fuel at Honey Stop No. 3 in Longview, Texas. Greer

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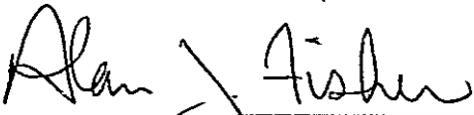
testified that he placed one pump in the truck and a second pump in the welder. Two tickets were made out for the purchase and he signed both tickets. The records showed that one ticket was for 40.9 gallons at 85.9 cents/gallon, and four quarts of oil, for a total charge of \$41.11. The second ticket read 10.5 gallons at 85.9 cents/gallon, for a total charge of \$11.18.

Haxton testified that he filled up his personal vehicle with super unleaded gasoline and paid for his purchase in cash. He further testified that in his opinion two charge tickets were signed by Greer because Greer was using separate pumps to fill up the Carrier truck and the welder.

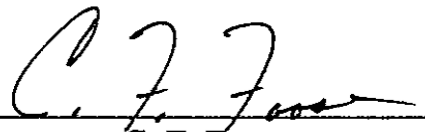
Supervisor of Welding A. O. Hines testified that on January 6, 1989 he was informed that on January 3, 1989 Carrier officials were notified by the manager of Honey Stop No. 3 that two carrier employees, later determined to be the Claimants, had purchased gasoline at the station and that the purchase of gasoline for a private vehicle had been charged on a Carrier credit card. She also stated that one employee (Claimant Haxton) instructed her to write "85.9" in the price column on the 10.5 gallon purchase receipt rather than the actual cost of \$1.089/gallon. Hines further testified that he confirmed the information in an interview with the manager of Honey Stop No. 3. The manager also gave the Carrier a written statement concerning the incident on January 3, which was introduced as evidence at the investigation.

After a review of the record the Board finds that the Claimants were properly found guilty of violating the cited rules. The evidence showed that Claimant Haxton pumped gasoline paid for on a Carrier credit card into his personal vehicle, and Claimant Greer knowingly used the Carrier credit card to pay for the gasoline pumped into Haxton's vehicle. Although the Claimants' testimony conflicted with the signed statement of the manager of Honey Stop No. 3, the Board further finds that the signed statement established the truth of the matter.

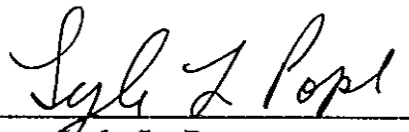
AWARD: Claim denied.



Alan J. Fisher
Chairman and Neutral Member



C. F. Foose
Organization Member



Lyle L. Pope
Carrier Member

Dated: March 30, 1990
Chicago, Illinois