

PUBLIC LAW BOARD NO. 7585

**Case No. 35 /Award No. 35
Carrier File No.: 10-13-0606
Organization File No.: C-13-D040-34
Claimant: C. T. Reed**

BNSF RAILWAY COMPANY)
(former Burlington Northern Railroad Company))
)
-and-)
)
BROTHERHOOD OF MAINTENANCE)
OF WAY EMPLOYES DIVISION - IBT)

FACTS:

On August 2, 2013, the Carrier issued Claimant Reed a Level S 30 Day Actual Suspension with a one-year review period. The Carrier determined that Claimant violated MOWOR 1.3 and 1.25 by failing to follow BNSF purchase card instructions regarding submission of receipts. The Organization challenges this determination and seeks removal of the discipline and a make-whole remedy.

CARRIER POSITION:

Supervisor of Structures L. Welte testified that on June 18, he received an email from Mr. Ferguson that there were Procard purchases in question. He explained that a Procard or Procurement Card is a Visa issued by the Carrier to employees. A number of the purchases were split, he said, in order to get around the \$500 transaction limit on the card. Unless there is an emergency, splitting a large transaction into two smaller ones to get around the limit is not allowed, he explained.

He gave an example of transactions totaling \$1515.56 at Office Depot in one day. Welte said he did not give approval to exceed the transaction limit. In addition, Claimant used the card for a purchase at Sonic Drive-In, a fast food restaurant, although the procedure to get paid for food is to pay for it oneself and submit the receipt. Welte said he did not approve the charges. He recalled a time when he instructed Claimant to take care of a bill. When Claimant split the transaction, Welte said he advised Claimant not to do that, but approved it to get the bill off the books.

The Procurement Card Policy Issued in November of 2011 states: "The transaction limit on the Procard is \$500 (including the applicable sales tax). Splitting a large purchase into two or more smaller purchases is not allowed." The BNSF Railway Preferred Methods of Purchase Matrix states the Procard is to be used for emergency or small purchases or for services. It shows the Procard is prohibited for the purchase of

computer or hardware devices. A Methods of Purchase Matrix shows the Procard as appropriate for fuel purchases at Wright Express.

ORGANIZATION POSITION:

The Organization points out that the first Notice of Investigation was dated June 19. It objects to the addition of new allegations in a second Notice of Investigation dated June 27.

Claimant Reed, a foreman, denied that he ever received documentation regarding what types of purchases were acceptable, other than a sheet entitled Certificate of Understanding Card Procedures. He said he was not familiar with a related Engineering Instruction. Claimant asserted he noticed when they came out with new procedures for Procards and the like, but never read the announcements. He said none of the purchases was over \$500 so he was not aware of breaching any rules.

Claimant admitted splitting the transaction to buy a copier/fax/printer after his request to Welte for a new one went unanswered for eight months. He stated it was customary to split transactions under his previous supervisors. He gave an example where Welte had him split a transaction to pay a bill. He said he saw no problem with splitting the transaction at Office Depot because he had been instructed to do that in the past.

DECISION:

The hearing officer restricted the investigation to the allegations made in the first Notice of Investigation dated June 19. Hence, the addition of allegations to the Second Notice has no impact and cannot be deemed unfair.

Upon receipt of the card, Claimant signed an acknowledgement stating: "I, Clinton Reed, have read the Visa Procurement Card Instructions for Cardholders and Approving Officials and completely understand and accept my responsibility." Regardless of whether he read the instructions as certified, it is clear that he accepted responsibility for compliance with them. Under this Certification, he assumed responsibility for handling his card appropriately.

As to prior instances of splitting transactions, his supervisor has authority to override the Policy but Claimant does not. It is telling that by his own admission, prior supervisors authorized the splitting of transactions; he was not permitted to do this of his own accord. Apparently, when he went to McIntyre Building and Supply to settle a bill, Welte was not aware of the amount of the bill. When Claimant found it to be over \$500 and split the transaction, Welte specifically counselled him not to do this. Welte's testimony on this point is un rebutted. Hence, Claimant was fully aware that the practice was unacceptable without the approval of his supervisor.

Under these facts, the Board is hard pressed to find the discipline unreasonable. Claimant was responsible for handling his Procard in compliance with applicable policy and has certified this responsibility in writing. He cannot be said to act in accordance

with this responsibility when he does not bother to acquaint himself with Policy and when he acts contrary to the specific counseling of his supervisor.

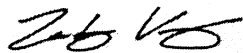
AWARD:

The claim is denied.

September 2, 2015



Patricia T. Bittel, Neutral Member



Zachary Voegel, Labor Member



D. J. Merrell, Carrier Member