

PUBLIC LAW BOARD NO. 7633  
CASE NO. 228  
AWARD NO. 228

Brotherhood of Maintenance of Way Employees  
Division - IBT Rail Conference

and

Union Pacific Railroad Company  
(former Missouri Pacific Railroad Company)

Claimant: Leonardo Chambers

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### **STATEMENT OF CLAIM**

Claim of the System Committee of the Brotherhood of Maintenance of Way Employees that:

1. The MAPS discipline assessment of Permanent Dismissal to Leonardo Chambers (0422792) for an alleged violation of Union Pacific Rule 1.6 Conduct (Dishonest) when he left his assignment without authority from his manager. It is the Organization's position that the Carrier failed to support the charges with enough substantial evidence to justify the issuance of such a harsh degree of discipline.
2. As a consequence of the violation referred to in Part (1) above, the Organization requests Claimant be allowed to return to work with all vacation and seniority rights unimpaired, that the charge and discipline, issued per letter of November 16, 2023, be removed from his personal record, that he be made whole for all time lost due to discipline issued in connection with these charges, and that he be reimbursed for additional expenses, including those requested in the November 2, 2023 hearing, incurred that would have normally been covered by Carrier benefits, account the Carrier violated Rule 22 of the Agreement.

### **FINDINGS**

This Board derives its authority from the Railway Labor Act, as amended, together with the applicable Agreement between the parties. After reviewing the record as developed on the property, the Board finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act; that this dispute is properly before the Board; that the

Board has jurisdiction over the matter; and that the parties were given due notice of the hearing thereon.

Claimant Leonardo Chambers entered Carrier service on January 9, 2006, and at the time relevant to this dispute was employed as a Machine Operator. The events giving rise to this matter occurred on October 21 and October 22, 2023.

On October 21, 2023, Claimant was reassigned by management to work with the Quality Control Group. Claimant later asserted that he worked with the Surfacing Gang. The Surfacing Gang Foreman denied that Claimant worked with his gang that day. Statements obtained during the Carrier's investigation did not corroborate Claimant's presence at that assignment.

On October 22, 2023, Claimant attended the morning job briefing but thereafter left the worksite. Management testified that Claimant did not notify his manager of his departure and that his absence was discovered only after a search was initiated. During this period, Claimant submitted claims for pay and per diem. After the Carrier began its inquiry, Claimant attempted to modify his payroll submissions to reflect sick leave.

Following a formal investigation held on November 2, 2023, the Carrier determined that Claimant violated Rule 1.6 (Conduct: Dishonest). By letter dated November 16, 2023, the Carrier assessed Permanent Dismissal under its MAPS policy.

The Carrier maintains that Claimant received a full and fair investigation consistent with the Agreement. It argues the credible record evidence established Claimant failed to report to his assigned work location, was not present where he claimed to be working, and nevertheless submitted claims for pay and per diem.

The Carrier emphasizes that Claimant only attempted to change his time reporting after management initiated an inquiry. It contends that dishonesty under Rule 1.6 constitutes a dismissal-level offense, that the employment relationship was irreparably damaged, and that the discipline was appropriate under its MAPS policy.

The Organization contends that Claimant was denied a fair and impartial investigation in violation of Rule 22 and that the Carrier predetermined guilt. It asserts that Claimant was present at work on both October 21 and October 22, that he left on October 22 due to sudden illness after notifying his foreman, and that there was no intent to deceive.

The Organization further argues that the Carrier relied on hearsay statements without producing witnesses for cross-examination, failed to meet the heightened burden of proof applicable in dishonesty cases, and improperly relied on prior discipline. It maintains that Permanent Dismissal was arbitrary and excessive given Claimant's approximately eighteen years of service.

The Carrier bears the burden of establishing the charged misconduct by substantial evidence. In cases involving alleged dishonesty, that burden is satisfied where the record reasonably supports the Carrier's conclusion that the employee claimed compensation or benefits to which he was not entitled, and where the Carrier's determination was not arbitrary, capricious, or unsupported by the record.

The Carrier articulated several bases for its determination. It relied on evidence that Claimant was not corroborated as present at his assigned work location, that he left the worksite on October 22 without notifying his manager, and that his absence was discovered only after a search was initiated. The Carrier further relied on payroll and per diem records showing that Claimant submitted claims for compensation during periods when, according to the Carrier's investigation, he was not present or performing the work claimed.

The Carrier also determined that Claimant attempted to modify his time submissions only after the Carrier initiated its inquiry into the situation. The record shows Carrier considered Claimant's explanations, including illness and notification to a foreman, but found those explanations unpersuasive in light of the timing of the payroll changes and the lack of corroboration regarding Claimant's work location and activities.

Where the Carrier identifies specific factual bases for its determination and those bases are supported by evidence in the record, the Board's review is limited to whether the Carrier's inference of dishonest conduct was reasonable.

The Board has also reviewed the Organization's procedural objections. The record reflects that Claimant received notice of the charge, was represented, and was afforded the opportunity to testify, present evidence, and challenge the Carrier's case. The Carrier's reliance on documentary evidence and witness statements does not, under these circumstances, deprive Claimant of a fair and impartial hearing.

Accordingly, the Board finds that the Carrier's determination was supported by substantial evidence and was reasonable. The discipline assessed was therefore not arbitrary, capricious, or excessive.

AWARD

The claim is denied.



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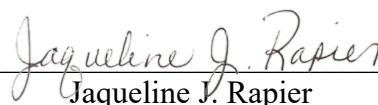
Deborah Gaines  
Neutral Referee

Date: **March 2, 2026**



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Stephanie Mahaney  
Carrier Member  
Dated: March 4, 2026



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Jaqueline J. Rapier  
Labor Member  
Dated: March 4, 2026