

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 372

Docket No. 372  
File 880243

Parties Brotherhood of Maintenance of Way Employes  
to and  
Dispute Union Pacific Railroad Company  
(Former Missouri Pacific)

Statement

of Claim: (1) Carrier violated the Agreement, especially Rule 12, when Welder Helper Charles Qualls was dismissed from the service.

(2) Claim in behalf of Welder Helper Qualls that he be returned to service with pay for all wage loss suffered and vacation, seniority, and all other rights due him restored, including health insurance, all as provided under our current working agreement.

Findings: The Board has jurisdiction by reason of the parties Agreement establishing this Board for that purpose.

As a result of a formal investigation, held on January 29, 1988, Claimant Welder was advised, under date of February 16, 1988, that his record had been assessed with dismissal account of violating General Rule L and Rule 607(4) of the Safety Radio and General Rules for all employees in connection with the charge that he had falsified expenses during the month of January 1988.

The investigation disclosed that Claimant Welder, as required, called in his expenses daily and, also as required, furnished a receipt from the Detroit Motel reflecting that the dates January 3, 4, 5, 6, 7, 8 and 9, 1988 had been altered.

Welder Allen Braun came to Newport on January 11th and relieved Welder Qualls and Braun was asked by Claimant on Monday morning January 11th to file his expenses for him and the Claimant left on vacation. Welder Braun brought the altered receipt to the Manager of Track Maintenance, K. M. Sanders. Welder Braun turned in the expenses on January 15 with the altered receipt. Said expense form was not signed by the Claimant. However, the expenses were paid.

Sanders admitted that he knew that if he did not approve the expenses on January 15 when the rolls closed that he would have been unable to have an investigation on Claimant Qualls. Claimant admitted that the dates of January 6, 7, 8 and 9 were not correct on the Detroit

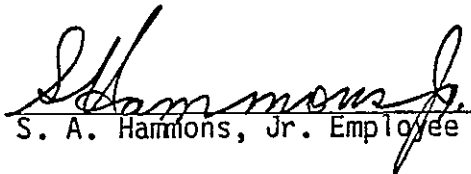
Motel receipt. He testified that he had left the motel on the 6th because the room was cold and stayed at a rooming house and he then presented a receipt therefor. Claimant denied asking Braun to submit his receipts prior to going on vacation January 12 through 18th.

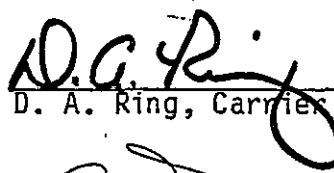
Claimant admitted that the dates January 6, 7, 8 and 9, 1988 on the Detroit Motel receipt were not correct, that he stayed at Mrs. Epps rooming house, had picked up the receipt on January 18 therefor but failed to present it when he returned on January 19 because no one asked him for it and presented that receipt at the investigation. Claimant was removed from service on January 19.

Claimant will be restored to service with all rights unimpaired but without any pay for the time held out of service. He is further notified that because of his record of three previous dismissals in connection with expenses he is on notice as to properly preparing his expense account and giving the proper receipts thereof at the time they are duly required. While the Carrier was not defrauded in this instance it is clear that Claimant had altered the receipt. He has received the benefit of the doubt as to the reason therefor.

Award: Claim disposed of as per findings.

Order: Carrier is directed to make this Award effective within thirty (30) days of date of issuance shown below.

  
S. A. Hammons, Jr. Employee Member

  
D. A. Ring, Carrier Member

  
Arthur T. Van Wart, Chairman  
and Neutral Member

Issued April 30, 1990.

