

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 618

Docket No. 618
File 930302

Parties Brotherhood of Maintenance of Way Employees
to and
Dispute Union Pacific Railroad Company
 (Former MOPAC)

Statement

of Claim: (1) Carrier violated the Agreement, especially Rule 12, when S. B. Dickens (SSN 434-82-4022) and M. B. Savage (SSN 439-54-4469) were dismissed from service March 18, 1993.

(2) Claim in behalf of Messrs. Dickens and Savage for wage loss suffered beginning February 19, 1993 and continuing until Claimant is restored to service with seniority, vacation, and all other rights unimpaired.

Findings: The Board has jurisdiction by reason of the parties Agreement establishing the Board therefor.

As a result of a formal investigation held on March 3, 1993, they were advised by Carrier that:

"...you are hereby advised that your record has this date been assessed with; Dismissal for your violations of General Rules A, B, D, L, and Rule 607 and 621 of the Safety, Radio and General Rules for All Employees revised October 1989 in connection with your falsification of Form 32288, (Explanation of Allowance), and your conduct unbecoming an employee in connection with criminal charges filed for theft for period of August 1992 through January 1993 while you were working as Foreman (Machine Operator) of Gang 1608 on the Monroe Subdivision."

The Claimants were accorded the due process to which entitled under the discipline rule.

There was sufficient evidence adduced by the Carrier, including the admissions by the Claimants against interest, to support Carrier's conclusions of their culpability of the charges placed against them. Carrier chose to believe its witnesses that the Claimants had submitted bogus receipts as their justification for lodging expenses claimed which, in fact, had not actually occurred. The evidence further indicated that the receipts in question were checked in interviews with the motel owner, a comparison made of the guest register as well as interviews with the Claimants.

The Claimant Dickens admitted having made the receipts himself. He admitted involving Claimant Savage and Machine Operator Chandler in the fraud. Claimant Savage admitted to not staying in the motel for which he had been reimbursed for lodging expenses. The rule provides:

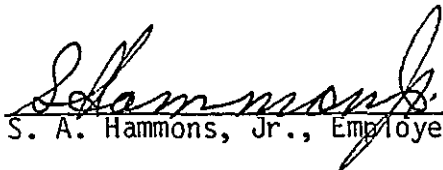
"If lodging is not furnished by the railroad company, the employee shall be reimbursed for actual reasonable expense thereof..." (underscoring supplied)

There should be no dispute that the Carrier can require receipts to support claims for payment. This Board has previously handled such type of discipline cases involving lodging expenses. See Awards 296, 279 and 457 in which similar discipline was imposed for falsification of motel receipts and the obligation of payment as well as credible filing of expenses thereunder arising from Arbitration Award No. 298.

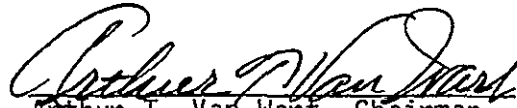
The Organization argued discrimination in that Machine Operator Chandler was treated differently by Carrier and reinstated. If the Carrier saw a reason during the handling of these cases on appeal to grant leniency to one but not the other such was within Carrier's right. That position is tantamount to requesting the Board to grant leniency. It has no authority to do so as only the Carrier can do that. Their actions help to jeopardize the financial security of the Carrier and that of their fellow employees. It also creates for other employees an unfairly implied suspicion.

The claims will be denied.

Award: Claim denied.


S. A. Hammons, Jr., Employee Member


D. A. Ring, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued January 31, 1994.