Award No. 5679
Docket No. CLX-5607

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Hubert Wyckoff, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

RAILWAY EXPRESS AGENCY, INC.

STATEMENT OF CLAIM: Claim of the District Committee of the Brotherhood that

(a) The Agreement governing hours of service and working conditions between the Railway Express Agency and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, effective October 1, 1940, was violated at the San Antonio, Texas Agency, October 21, 1949;

(b) Frank Cortinas, Jr. shall be compensated for salary losses sustained covering period of suspension (October 26 to 29, Incl. 1949) and the record cleared of the charges.

OPINION OF BOARD: Claimant was suspended 4 days upon a charge of violation of Rule 715 "wherein you failed to obtain signature for shipment captioned above, part of which consisted of a crate of guns."

Rule 715 requires that hand to hand check must be made and receipts must be taken between employes for certain Money and Merchandise Classifications the latter of which, among other things, includes "Firearms—small, including pistols, machine guns, rifles and shotguns."

At the investigation and hearing Claimant admitted that he had receipted for three barrels and one crate; that he knew guns were supposed to be handled under signature; and that he did not obtain signature for any part of the shipment.

Each of the parcels was marked. The three barrels were marked respectively "Good China", "Large Vase" and "Clock and China". The crate was marked "Guns" and contained two rifles.

Claimant testified that he did not notice that label "Guns" on the crate; that he took the shipper's word for it that the entire shipment was "household goods"; and that, if he had known guns were in the crate; he would have "gotten a signature for it like it is supposed to be."

Claimant was afforded a fair and impartial hearing (see Award 5665) and his own testimony supports the charge.

The contents of a shipment may be disclosed, either by visual inspection or by inquiry of the shipper. Here the Claimant relied upon inquiry alone, when cursory inspection would have disclosed the contents. In the circumstances of this case we cannot say that the Carrier acted unreasonably in requiring inspection as well as inquiry in order to satisfy the Rule. Nor can we say that the penalty assessed was unreasonable.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 4th day of March, 1952