

Award No. 5842
Docket No. CLX-5788

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

John W. Yeager, 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 & Steamship Clerks, Freight Handlers, Express & Station Employes, effective September 1, 1949, was violated at St. Louis, Missouri in the treatment accorded W. N. Renfro in the assessment of 10 demerits against his service record as result of investigation afforded him February 21, 1951; and
- (b) The 10-demerkit penalty shall be rescinded and his record cleared of the charge.

OPINION OF BOARD: Following investigation held pursuant to the Rules of the Agreement 10 demerits were assessed against the service record of W. N. Renfro, in whose behalf the claim is made. By the claim request is made that the Division rescind the penalty and clear Renfro's record of the charge made against him.

The investigation was for the purpose of determining the facts and circumstances in regard to Renfro's receipting the St. Louis, Missouri Money Department for a certain shipment on a money waybill when checking out for a train and failing to secure signature therefor on arrival at Kansas City, Missouri. The shipment was lost.

Basing its action on the investigation the Carrier in due course found that the record of the investigation showed that Renfro by his acknowledgement did not check his money run after arrival at his car in accordance with instructions when departing from St. Louis, and did not make a check en route, and did not know of the loss until after arrival at Kansas City. In conformity with this finding it was concluded that Renfro failed to properly handle his run and assessed the demerits against his record.

Factually Renfro received for the shipment at St. Louis. Whether or not he ever handled the shipment is not known, but from a conversation adverted to by him at the investigation it is reasonable to be inferred that he did, and that it went into the car. He, however, did not check his

shipment in the car either before or after departure from St. Louis and before arrival at Kansas City. There was no handling at intermediate points between the two cities. There is no evidence of checking when the shipments were unloaded out of the car at Kansas City. After unloading and checking at the Kansas City Money Department the shipment could not be located. An effort made to locate it by Renfro but to no avail. Incidentally the record discloses that the shipment arrived at its destination in California. How it got there is not disclosed.

It was the duty of Renfro to receive and take the necessary steps to guard and protect the shipment and see that it got safely to his point of delivery. The Carrier concluded on the evidence that he failed, in consequence of which it was lost. It cannot be said that the Claimant has demonstrated to the satisfaction of the Division that the action of the Carrier in his respect was erroneous or that the discipline was excessively severe. The claim should therefore be denied.

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 claim has not been sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 30th day of June, 1952.