



**Award Number 17431**

**Docket Number TE-16573**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Arthur W. Devine, Referee**

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**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**

**ILLINOIS CENTRAL RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Transportation-Communication Employees Union on the Illinois Central Railroad, that:

1. Carrier acted improperly when it suspended Elizabeth Swanner, ticket agent, Randolph Street, Chicago, Illinois, from service for a period of forty-five (45) working days on a charge that she failed to properly safeguard money of the Company in accordance with Rules 50 and 52, a charge not supported by the investigation.
2. Carrier shall clear the personal record of Elizabeth Swanner of the unfounded charges, and compensate her in accordance with the provisions of Rule 22, paragraph H of the Agreement.

**OPINION OF BOARD:** The Claimant herein, ticket agent at Carrier's Randolph Street Station, Chicago, Illinois, was suspended from service for a period of forty-five working days, on charge that she failed to properly protect Company funds in violation of Rules 50 and 52 of the General Rules for the Guidance of Suburban Station Employees, resulting in loss of some \$800.00 of Carrier's funds.

Rule 50 of the rules referred to reads:

"Agents must be extremely careful of the money of the company; they must use every precaution against loss by theft or otherwise. All cash must be kept in safe, if one available, under lock when agent is not on duty."

and Rule 52 reads:

"Cash in excess of actual amount necessary for change purposes must not be kept in drawer but must be put in safe, if one available, under lock."

The claim is that the Claimant's personal record be cleared of the charges and that she be compensated for the time out of service.

We have carefully reviewed the entire record in the dispute. We find that none of Claimant's substantive rights under the Agreement were violated in the manner in which the charges were preferred or the investigation conducted. There was substantial evidence adduced at the investigation

to show that Claimant was careless in the handling of funds. We will, therefore, deny the claim.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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.

#### **A W A R D**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 11th day of September 1969.