

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21111
Docket Number CL-21033

Joseph A. Sickles, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Railway, Airline and
Steamship Clerks, Freight Handlers,
Express and Station Employees
{ Robert W. Blanchette, Richard C. Bond
and John H. McArthur, Trustees of the
Property of Penn Central Transportation
Company, Debtor

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7748) that:

(a) The Carrier violated the Rules Agreement, effective February 1, 1968, particularly Rule 6-A-1, when it assessed discipline of 30 days, later reduced to 5 days, suspension on R. A. Jamison, Ticket Seller at the Carrier's 30th Street Passenger Station, Philadelphia, Pennsylvania.

(b) Claimant R. A. Jamison's record be cleared of the charges brought against him on September 12, 1973.

(c) Claimant R. A. Jamison be compensated for wage loss sustained during the period out of service.

OPINION OF BOARD: Claimant was instructed to attend an investigation in connection with:

"Violation of Treasury Department Instructions TD-50, Rule 2-(a) the part thereof reading 'Money, postage and revenue stamps, and negotiable paper must be locked in safe or otherwise protected when office is unoccupied' Wednesday August 15, 1973 by failing to lock \$60.00 of your assigned Cash Bank of \$100.00 in compartment number Lower 3 in the office safe which was personally assigned to you for the protection of company funds."

Subsequent to investigation, Carrier assessed a 30 days' suspension. Prior to submission of the dispute to this Board, the discipline was reduced to a 5 day suspension.

Claimant was a Ticket Clerk in Philadelphia, Pennsylvania. On his second rest day, a check of cash banks disclosed a \$60.00 shortage in his ticket office safe compartment. When Claimant reported for work on the next day, and was confronted with the shortage, he directed the Supervisor

to a locked ticket window drawer - in which he maintained his ticket stock - which contained the \$60.00 which had been placed therein when Claimant last went off duty.

Claimant conceded that he had been assigned a separate compartment in the main safe (small compartment #3), but he placed the money in his ticket stock drawer because:

"I was saving half dollars in silver and silver certificates for Mr. Ward and Fred Martin. I felt that after putting these half dollars and the rest of my due bill in the safe for a number of days, that it made it difficult to open in the morning, because these silver half dollars would be mixed in with my regular loose change. Therefore, on the 13th of August, 1973, this money was placed in my ticket stock drawer and I was under the assumption that this would still be a secure place."

Further, he stated that if he had placed the \$60.00 in his safe compartment, it would have been "...awkward to even open and close the safe drawer more or less."

The Board has considered the Organization's assertion that the charge was not exact, as required by the Agreement. We disagree with that contention, and find no procedural deficiencies.

Claimant asserts that use of the ticket drawer resulted in the money being "otherwise protected" as required by the Rule. Although there is no written instruction on the subject, Carrier interprets the rule as permitting an alternate protection system only when a safe is not provided. But, in any event, the record is clear that ticket sellers had been instructed that their cash working funds were to be secured in their personally assigned compartments in the main safe.

Claimant's argument that the fact that the drawer he used provided sufficient security for ticket stock - and thus was safe for cash - is not persuasive. Ticket stock is not negotiable until validated by the appropriate stamp which is maintained in the safe.

The instructions issued to ticket sellers was not unreasonable under these circumstances. The Claimant chose to ignore those instructions for reasons of his own personal convenience. We find no basis for disturbing the discipline imposed.

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:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 29th day of June 1976.