NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 24914
THIRD DIVISION Docket Number CL-25151

Paul C. Carter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employes
(
(Illinois Central Gulf Railroad

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9743) that:

1. Carrier violated the Agreement between the Parties, beginning March 11, 1982, when Clerk D. L. Foriest was removed from service.

2. Carrier shall now be required to restore Claimant to service with seniority and all rights unimpaired, and compensate her for all wages, and made whole for all monies that she was required to spend for medical or other benefits.

3. Carrier violated the terms of the current Agreement dated November 1, 1974, namely, Rule 22.

OPINION OF BOARD: Claimant, who had been in Carrier's service about one year, working in the Commuter Division, was held out of service on March 11, 1982, pending an investigation scheduled for 10:00 A.M., March 19, 1982, on the charge:

> "Please arrange to attend a formal investigation at Randolph Street to be held at 10:00 AM, on Friday, March 19, 1982, for the purpose of determining whether there was a shortage of approximately $1,233.43 in your Account No. 218 at Randolph Street, as revealed by audit and reported to this office on March 11, 1982.
>
> You may bring a representative and witnesses in your behalf as provided in your respective schedule agreement.
>
> Your personal work record will be reviewed at this investigation.
>
> Also, please be informed that you are being relieved of your duties as Utility Clerk on the Commuter Division pending the above investigation. Please give the bearer of this letter all of your company property.
>
> This letter is being hand delivered to you personally for which you will acknowledge receipt by signing the exact duplicate copy attached."

The letter was over the signature of M. T. Molsky, Assistant Director, Commuter Service. Following the investigation, which was held as scheduled, Claimant was notified on March 26, 1982:

"Please refer to formal investigation held at Randolph Street on Friday, March 19, 1982, at 10:00 a.m., concerning the approximate $1,233.43 in your account No. 218 at Randolph Street.

It was disclosed that you did not have cash or valid paper on hand to balance your account with the company on the day of the audit and you were not adjusting your differences with your account as required. This is in direct violation of Rule #23 of the General Rules for the Guidance of Commuter Station Employees.

The investigation also revealed that you violated Circular T-2 dated May 16, 1980, which instructed you to pay cash shortages and properly request a formal audit.

The investigation also brought out the fact that you were not properly maintaining ticket sales records, specifically Line 38 - Cash on Hand. This is in violation of Commuter Division Instructions.

The investigation also revealed that during a period in October, there was money missing in your account that you could not explain.

Please be advised that for your failure in not complying with the above rules and instructions, you are being dismissed from the service of the Illinois Central Gulf Railroad effective today, March 26, 1982.

This letter is being hand delivered to you personally. Please acknowledge receipt by signing your name and date on the exact duplicate copy. Please also give to the bearer of this letter your commuter pass and all other company property."

The Organization complains that the rules cited by the Carrier in the letter of dismissal of March 26, 1982, were not cited in the letter of charge dated March 11, 1982, implying that Claimant was charged with one offense and dismissed for another, and that Claimant was not advised of the precise charge as required by Rule 22 of the applicable agreement. We cannot agree with the Organization's contentions. It is well settled that if exceptions are to be taken to a letter of charge or the manner in which an investigation is conducted, such exceptions must be taken prior to or during the course of the investigation; otherwise they are deemed waived. The Carrier contends that such objections were not raised during the on-property handling of the dispute and may not properly be raised before the Board. Such is the case law of the Board, so well established as to require no citation. See Awards 24635, 11443. It is also well settled that specific rules need not be cited in the letter of charge, but may be cited in the letter of discipline. The rules referred to in the letter of discipline were discussed in the investigation. We find no proper basis for any of the other procedural arguments raised in the Organization's submission. There seems to be no dispute that the alleged shortage of $33.23 was barred under Rule 22.

The Carrier contends that the Claimant was disciplined for rule violations relating to a $1,200.20 shortage.

There was evidence in the investigation showing a shortage in Claimant's account of $1,200.20 for period from June 13, 1981 to January 29, 1982, and also substantial evidence that Claimant violated various rules and instructions of the Carrier concerning the handling of funds. She did not give a plausible explanation for the shortage or non-compliance with the rules.

This Board has issued numerous awards upholding the dismissal of employes entrusted with Company funds who violate applicable Company rules. Awards involving this same Carrier include Nos. 17090, 17154, and Award No.2 of Public Law Board No. 2860. See also Awards Nos. 9045, 18008, 18009, 24295 and 24414.

There is no proper basis for this Board to interfere with the discipline imposed by the Carrier. The Carrier should not be required to retain in its service a person who cannot properly handle its funds.

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 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 30th day of July 1984.