

AWARD NO. 5
Case No. 4

SPECIAL BOARD OF ADJUSTMENT NO. 259

THE ORDER OF RAILROAD TELEGRAPHERS)
)
 vs)
NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT)
(except Boston and Albany Division) and NEW)
YORK DISTRICT)

STATEMENT OF CLAIM:

1. Carrier violated the provisions of the Telegraphers' Agreement when on July 25, 1957, it assessed a discipline of five days record suspension against Frank J. Havey because of a burglary loss of \$39.00 at his station at Williams Bridge, New York.

2. Carrier shall now remove the discipline and clear the record of Frank J. Havey.

OPINION OF BOARD:

On July 15, 1957, Claimant Havey, Agent at Williams Bridge, New York station, left his ticket office and swept the waiting room and toilet. He then crossed over to the westbound platform and swept same. After completing this task he noticed a large quantity of dry straw lying on the ground in the freight yard, approximately 300 feet from the station. Since he felt it was hazardous to permit such inflammable material to remain there, Claimant proceeded to remove same. When he returned to the ticket office he found that \$39.00 had been removed from the cash drawer. Claimant had locked the office door and also had closed and bolted the ticket window before leaving the office on this occasion. He had not placed all of his funds in the safe and locked it before leaving, however. Subsequent investigation disclosed that the lock on the office door was defective.

Claimant Havey's defense appears to be that his absence from the ticket office was unforeseen and thus he was not required by Treasury Department Circular No. 29 to lock all funds in the safe before leaving. The circular in question does provide an "unforeseen absence" exception to the requirement that all funds must be locked in the safe when the office is unoccupied. Claimant's absence from the ticket office was not unforeseen, however. By his own statement, he left the office in order to sweep not only the waiting room and toilet in the station building proper, which is located on the eastbound track, but also crossed over and swept the platform on the westbound side. All this was done before he went into the freight yard to remove the straw. Thus it is unnecessary to decide whether his removal of the straw was, in itself, an unforeseen absence. Carrier's rules require that all funds, etc. be locked in the safe "when office is to be unoccupied." Management was justified in assessing the discipline here involved.

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Claim denied.

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Chairman

/s/ R. J. Woodman
R. J. Woodman, Employee Member

/s/ Chas. N. Faris
Chas. N. Faris, Carrier Member

New York, New York
December 19, 1958