

**Award No. 2435**  
**Docket No. 2546-I**  
**2-MP-I-'57**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

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**PARTIES TO DISPUTE:**

**J. B. POUNDSTONE, ELECTRICIAN (Generator Attendant)**

**MISSOURI PACIFIC RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** Was petitioner wrongfully deprived of his seniority rights and with resulting loss of wages when the supervisory position of chief engineer which he held in employer's Sedalia, Missouri, shops was abolished, and he was denied the right to place himself back into the position of senior generator attendant with the privileges thereof, although at the time he was senior employe on the generator attendant's senior roster. Petitioner was senior generator attendant at the time he became chief engineer.

**EMPLOYEE'S STATEMENT OF FACTS:** Petitioner, an employe of the Missouri Pacific Railroad Company, was wrongfully deprived of his seniority rights, with resulting loss of wages to date because the supervisory position of chief engineer in the employer's Sedalia, Missouri, shops, which position petitioner had held since the 15th day of January, 1947, was abolished effective September 15, 1953. When petitioner sought to exercise his seniority rights as senior generator attendant—the position he held when he took the job of chief engineer—and to place himself back into the position of senior generator attendant and to choose his own rest days, he was not permitted to do so by the railroad company. On the contrary, he was forced to displace the junior generator attendant and to take the rest days assigned to the junior generator attendant, although at the time the position of chief engineer was abolished, petitioner was the senior employe on the generator attendant's senior roster. This refusal by the railroad was in violation of Rule 21 (a) and Rule 25 (d) of the agreement with the railroad company.

The petitioner, J. B. Poundstone, from about the 9th day of September, 1922, was employed by the Missouri Pacific Railroad Company as a generator attendant in the power plant of its Sedalia, Missouri, shops. When petitioner had about twenty-five years of seniority in such position, on the 15th day of January, 1947, he accepted the position of chief engineer in the Sedalia, Missouri, shops. The position of chief engineer was a supervisory position. At the time he accepted this supervisory position, he was senior generator attendant.

Effective on September 15, 1953, the position of chief engineer was abolished. Mr. G. D. Bailey, superintendent of the shops, so notified petitioner in advance on September 10, 1953, and asked him to advise "if and when you will place yourself as generator attendant so we may make the necessary arrangements". On the same day, petitioner wrote Mr. Bailey that

In conclusion, the carrier states that this claim must be denied because it is barred by Article V of the agreement dated August 21, 1954; therefore, your Board has no alternative but to deny this claim.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Claimant's supervisory position of chief engineer of power plant at Sedalia, Missouri (a position not covered by the shop crafts agreement) was abolished effective September 15, 1953 and claimant was permitted to displace the junior generator attendant account having seniority as such. Claimant protested the assignment and contended he should be allowed to displace the senior generator attendant. This contention was denied.

Claimant proceeded to handle his dispute through the various steps provided for in the agreement and his claim was finally denied by Chief Personnel Officer on January 26, 1954. Nothing further was heard from claimant until February 15, 1957 when claimant's attorney served notice on the carrier of his intention to file an ex parte submission of the claim with the Second Division, National Railroad Adjustment Board and on February 28, 1957 the carrier received notice from the Second Division that such a claim had been filed.

The provisions of Article V of the Agreement of August 21, 1954 became effective January 1, 1955 and allowed a period of twelve months after January 1, 1955 for an appeal to be filed with the Board. Since the claimant failed to file his claim within the required period, his claim is barred.

#### AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of May, 1957.