

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) Carrier violated the Schedule for Clerks when on or about Monday, July 5, 1954 Carrier discontinued a seven day clerical position of Local Storekeeper and a seven day position of Crew Caller located at the Roundhouse, Hannibal, Missouri, and transferred duties associated with the calling of engine crews to employes at Outer Depot, Hannibal Yards, classified as Yard Clerks.

(2) Positions of Local Storekeeper and train and engine Crew Caller be re-established by bulletin notice with their respective established rates of pay and duties conforming to such assignments and which were previously assigned.

(3) All clerical employes designated as Yard Clerks and employed as such in the Hannibal Yard for which claims have been presented and are a matter of record subsequent to July 5, 1954, be compensated for eight (8) hours at Crew Caller's rate of pay on each date required to perform duties associated with the calling of engine crews; such allowances in addition to the established daily rate received for their assignment as Yard Clerk. Initial claims presented to Mr. F. A. Johnson, Assistant General Manager, are set forth in our letters of August 24, September 14 and 18, 1954 to Mr. F. A. Johnson and are being incorporated in the Position of Employes.

EMPLOYES' STATEMENT OF FACTS: On or about July 5, 1954, Carrier discontinued a seven (7) day clerical position of Local Storekeeper and a seven (7) day Crew Caller position located at Roundhouse, Hannibal, Missouri, and transferred duties associated with the calling of engine crews to employes holding assignments as Yard Clerks at Outer Depot, Hannibal Yard.

In conclusion, the Carrier has shown that:

1. The abolishment of the positions of Local Storekeeper and Crew Caller at Hannibal was fully justified by the decline in the amount of work to be performed at that point.

2. The work being performed by the occupants of the positions of Local Storekeeper and Engine Crew Caller, which were abolished, was properly redistributed to other employees at that point in a manner that was not in conflict with any rules of the schedule for Clerks.

As to Employees' Claim (2), the re-establishment of the positions of Local Storekeeper and Engine Crew Caller at Hannibal is not warranted.

As to Employees' Claim (3), this is a claim for yard clerks for eight (8) hours at the crew caller's rate, in addition to the eight (8) hours they were paid at the yard clerk's rate, account being required to call engine crews. The Carrier has shown that the calling of engine crews is not exclusively the work of any seniority class of employees or, for that matter, is not given exclusively to employees covered by the Schedule for Clerks. That fact has been recognized all over the railroad for many years and is substantiated by the practice which has been followed at Hannibal for many years.

The Carrier affirmatively states that the substance of all matters referred to herein has been made the subject of correspondence or discussion in conference between the representatives of the parties hereto.

The claim is without basis and should be denied in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: On June 26, 1954, the Organization's General Chairman filed a claim protesting the abolishment of position Number 4-A, Caller, at Hannibal, Missouri and the transfer of calling duties to Yard Clerks. Carrier's initial denial of the claim was made on July 12, 1954. This claim was further progressed on the property and was denied by Carrier's highest designated officer on October 4, 1954. In the meantime, on August 24, 1954 the Organization filed a claim requesting that certain Yard Clerks be granted an additional day's pay at Caller's rate. The Carrier's highest designated officer gave final denial to this claim on January 18, 1955.

The claim as appealed to the Board by the Organization deals both with the abolishment of the Caller's position and the request for additional pay for certain Yard Clerks. Thus if we consider these two aspects as a single claim, as the Organization does, then final denial of the claim was given by the Carrier on January 18, 1955. The claim as presented to this Board also deals with the discontinuance of the Local Storekeeper position at Hannibal, but we note that the claim as progressed on the property contained no reference to this position.

The Organization's notice of intent to file the subject claim with the Board is dated November 28, 1955, which is over ten months after Carrier's final denial on the property. Thus the nine-month time limit applicable to this claim under Article V of the Chicago Agreement of August 21, 1954 was exceeded. It follows that this claim is barred. The Board is therefore without authority to consider the merits thereof.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 17th day of April, 1959.