



Award No. 15386
Docket No. CL-15181

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5629) that:

(1) The Carrier violated the terms of the then effective agreement between the parties on or about July 30, 1962, when it assigned the work of checking interchange tracks, delivering mail and waybills and related duties to employees of other crafts at Fort Worth, Texas.

(2) J. M. Steed, the senior available qualified extra employee, shall be allowed one day's pay at the rate of \$20.09 per day for February 3, 1963. Additionally, J. M. Steed shall be allowed one day's pay for each day Monday through Friday beginning with March 1, 1963 and continuing thereafter until the violation of agreement is corrected.

(3) D. C. Taylor shall be allowed one day's pay at the rate of \$20.09 per day for each Saturday and Sunday beginning on March 2, 1963 and continuing thereafter until the violation of agreement is corrected.

(4) The work of checking interchange tracks, delivering mail and waybills and related duties shall be restored to clerical forces in the Transportation Department at Fort Worth, Texas.

EMPLOYEES' STATEMENT OF FACTS: For many, many years, there was a joint station at Fort Worth, Texas, owned by the Frisco and Cotton Belt Railways and staffed exclusively by Cotton Belt employees. On or about July 1, 1962, the Cotton Belt discontinued its joint operation of this station and the work formerly performed by the Cotton Belt for the Frisco Railway was turned over to employees of the Frisco. The work the Cotton Belt employees had previously performed for the Frisco consisted of the checking of interchange tracks for the Santa Fe, Cotton Belt, Rock Island, Fort Worth and Denver and Fort Worth Belt Railway deliveries to the Frisco, also including the delivery of waybills for cars received from connecting lines. When this joint operation was dissolved, waybills, mail and interchange

These claims have been handled with Management up to and including the Director of Labor Relations, but not composed. (See Employees' Exhibits 5(a) through 5(p) inclusive.)

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The instant dispute arose at the Carrier's Freight Terminal in Fort Worth, Texas. The dispute centers on work of checking interchange tracks, delivering mail and waybills and related duties.¹ In practice, the performance of such work has been traditionally and customarily performed by other than employees of the clerical craft or class on this Carrier.

Historically, on January 1, 1903, this Carrier's predecessor, the Red River, Texas and Southern Railway Company and the St. Louis-Southwestern Railway Company (Cotton Belt) entered into an agreement providing for the operation of the North Fort Worth Freight Station.

On August 6, 1909 this Carrier and the Cotton Belt entered into another agreement providing for the use of such station building, etc., and the employment of personnel to perform the station work. The agreement provided, among other things, that the Cotton Belt would employ and pay the wages of the agent and other employees necessary to take care of, handle and transact the business at that point. In other words, all that craft or class of clerical, office, station and storehouse employees at North Fort Worth station were employed by the Cotton Belt Railroad. Such employees performed all of the clerical work necessary to be performed at that point.

The foregoing arrangement continued until 1962. The freight station at North Fort Worth was closed effective June 30, 1962.

When the station was closed, this Carrier commenced working an extra clerical position on one shift for the purpose of making the transition of work from the Cotton Belt to this Carrier. Such position was worked as Car Clerk Position No. 6 from 6:00 P. M. to 10:00 P. M.—11:00 P. M. to 3:00 A. M., including lunch period, Monday through Friday. The position was worked for 30 days, or until July 30, 1962.

After an elapse of time of approximately six months, and more specifically on January 26, 1963, the Organization representative presented certain time claims for January 11 and January 14, 1963. See Carrier's Exhibit A, attached hereto and made a part hereof. These claims were declined, but not appealed. Additional and subsequent claims were filed and appealed, growing out of the same subject matter, and hence this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier moves for dismissal of the Claim on the grounds that it was not filed within sixty days of the occurrence of the alleged violation as required by Article V of the August 21, 1954 Agreement.

The date of the occurrence was July 30, 1962. The Claim was not presented to the officer of the Carrier authorized to receive same until January 26, 1963.

¹See Item 1 of Employees' Statement of Claim to the Board.

We find no evidence in the record that supports Clerks proffered defense that Carrier waived the sixty day time limitation. We, therefore, are compelled to dismiss the Claim.

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 must be dismissed for failure to comply with Article V of the August 21, 1954 Agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1967.