



**Award Number 17793**

**Docket Number CL-18311**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Francis X. Quinn, Referee**

**PARTIES TO DISPUTE**

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

**NORTHERN PACIFIC RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6644) that:

1. The Carrier violated the provisions of the Clerks' Agreement, effective July 1, 1963, when it transferred the work of supplying and fueling cabooses at Parkwater (Spokane), Washington, from positions of Store Helpers included within the scope of that agreement to positions of carmen outside the scope of that agreement, effective July 1, 1967.
2. The Carrier now be required to compensate W. H. Hankel, Store Helper, Parkwater, two hours computed at time and one-half the Store Helper's rate on July 1, 1967 and each subsequent date until properly assigned to employees under the Clerks' Agreement.

**EMPLOYEES' STATEMENT OF FACTS:** A track set aside for the particular purpose of storing and yarding cabooses when not in actual service is maintained at Parkwater. Adjacent to this caboose track is a small building for storing supplies carried on cabooses. The caboose supplies stored in this building are secured from the Store Department at Parkwater, located some distance from this building.

Caboose supplies are placed in the building adjacent to the caboose track by Store Department employees. As the supplies in this building are used, Store Department employees constantly replenish the supplies carried in this building.

A caboose is supplied with a variety of material, such as:

Track spikes	Brake clubs	Cans of water
Knuckle pins	Soap	Spike maul
Knuckles	Dixie cups	Track shovel
Brasses	Fire extinguisher	Mob pail
Air hose	Flags	Matches
Axe	Fuses	Wrenches
Torpedoes	Lamps	Rags
Jacks	Globes	Lamp filler
Chairs	Toilet paper	Lantern batteries

arrive and depart at all hours of the day, and only a limited number of cabooses, i.e., those most recently constructed, were to be used in the pool.

Both prior and subsequent to the pooling of cabooses, the supplying of cabooses has been done by different employees at different terminals over the system and at the majority of locations clerks never handled any portion of the work of supplying cabooses. On July 1, 1967 the work of supplying pool cabooses at Yardley was given to employees of the Mechanical Department.

W. H. Hankel is assigned to a position of store helper at Parkwater, working from 7:30 A.M. to 4:00 P.M., Monday through Friday, with a thirty (30) minute lunch period, and Saturdays and Sundays as rest days.

On May 22, 1968, the Division Chairman wrote to Superintendent, Idaho Division, presenting a claim in behalf of Mr. Hankel for two hours at time and one-half rate in addition to any other compensation he may have received for each day until claim is settled account Carrier assigned work of supplying and fueling cabooses at Parkwater to Car Department employees. This claim contained no effective date. On May 24, 1968, the Idaho Division Superintendent wrote the Division Chairman declining this claim.

On July 23, 1968, the General Chairman of the BRAC appealed to General Manager J. O. Davies the claim presented in behalf of Mr. Hankel but amending the claim to effective date of July 1, 1967. On August 20, 1968, the appealed claim was declined by General Manager J. O. Davies.

On August 23, 1968, the General Chairman of the BRAC appealed to the Office of Assistant Vice President-Labor Relations the claim presented on behalf of Mr. Hankel. On October 1, 1968, the appealed claim was declined and subsequently conferences were scheduled and held. Copies of the correspondence are attached as Carrier's Exhibit "A".

(Exhibits Not Reproduced)

**OPINION OF BOARD:** Upon consideration of the arguments submitted, exhibits introduced and the collective bargaining agreement, it is determined that the Carrier was within due process and did not violate the intent or practice of the Clerks' Agreement, when it transferred the work of supplying and fueling cabooses at Parkwater (Spokane), Washington from positions of Store Helpers to positions of carmen. If the Scope Rule does not delineate and describe work which employees of a particular craft and class are claiming, then appeal is usually made to history, custom, tradition and practice for illumination.

Such an appeal indicates that both prior and subsequent to the pooling of cabooses, the supplying of cabooses had been done by a variety of classes and crafts of employees at different terminals over the system. Hence the work was not exclusively that of the Clerks—it had been performed by both Store Department and Mechanical Department Employees.

Secondly, the claim dates were improper. Whereas the work in case was turned over to employees of the Mechanical Department on July 1, 1967, the instant claim was not filed until May 22, 1968. Hence Rule 55 (d) would be operative.

**"Rule 55—GRIEVANCES**

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(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient."

Even if this claim had been sustained, it could not be made retroactive prior to March 23, 1968.

We must deny the claim.

**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:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of March 1970.