

Award No. 12984

Docket No. CL-12958

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

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

FLORIDA EAST COAST RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL 5080) that:

1. The Carrier violated Rules 1, 2, 3, 66 and 70, among others, of the January 1, 1938 Agreement when effective May 16, 1960 it nominally abolished position No. 3, Ticket Clerk at New Smyrna Beach, and concurrently therewith turned the duties of that position over to and required the Agent, a supervisory employe not covered by any agreement, to perform routine clerical work covered by the agreement between the parties and,

2. Carrier shall now be required to restore the work here in question to the scope and operation of the Clerks' Agreement, and assign it to employes covered thereby.

EMPLOYEES' STATEMENT OF FACTS: Ticket Clerk Position No. 3, at New Smyrna Beach, was last advertised under the provisions of the Clerks' Agreement by Bulletin No. 129-CL, dated September 29, 1955, and the following duties were stipulated in that bulletin:

"Duties of this position consist of selling tickets, making Pullman and coach reservations, checking and delivering baggage, keeping ticket accounts, preparing numerous reports, and such other work as may be assigned by Agent."

On May 13, 1960, Carrier's Superintendent wrote the incumbent of Ticket Clerk Position No. 3 as follows:

"Position No. 3, ticket clerk at New Smyrna Beach, to which you are assigned, will be abolished at end of tour of duty Sunday, May 15, 1960.

You are cautioned of the importance of filing your name and address, in duplicate, in accordance with provisions of Rule 19 (b) of Clerks' Agreement if reduced to furloughed list."

OPINION OF BOARD: The record in this case discloses a clear failure by the Employees to comply with the Time Limit Rule of the effective Agreement, and, more specifically, Paragraph 1 (a) reading as follows:

"All claims and grievances must be presented in writing by or on behalf of the employee involved, to the officer of the carrier authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based . . ." (Emphasis ours.)

The alleged violation upon which this claim is based occurred when the position of Ticket Clerk at New Smyrna Beach, Florida, was abolished as of the end of tour of duty May 15, 1960. Effective notice of such abolishment was served on the representative of the employees, in writing, on May 13, 1960. The subject grievance was not filed with Carrier until January 17, 1961, at which time the defense of failure to comply with the rule was raised. It was again asserted at each stage of the progress of the claim on the property.

This is not, as the Employees argue, a continuing claim because it is based entirely upon a single event, the abolishment of the position—an action that occurred on May 16, 1960. (Second Division Award 3594.)

Accordingly, the Board finds the claim must be dismissed for failure to comply with the Time Limit Rule of the effective Agreement.

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 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

The Claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of October 1964.