

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5761) that:

(a) Carrier violated Article V, 1 (a), (b) and (c) of the August 21, 1954 Agreement when its Division Superintendent, Mr. R. O. Bodell, Chicago, Illinois, failed to render decision within the sixty (60) day time limit period in claim filed in behalf of Janitors Robert Jackson, Winston Harris, Charles Isles and H. O. Smith, 63rd Street Passenger Station, Chicago, Illinois.

(b) Robert Jackson, Winston Harris, Charles Isles and H. O. Smith each be compensated an additional day's pay at pro rata rate (\$18.70) per day effective January 6, 1964, and for each work day thereafter until this claim is resolved.

(c) Red Cap duties assigned to Claimants be reassigned to Red Cap employes who are entitled to perform them.

EMPLOYEES' STATEMENT OF FACTS: There is employed at 63rd Street, Chicago, Illinois, a force of employes who perform the janitor work in the Passenger Station and Accounting Department Offices subject to the provisions of the Clerks' Agreement with the Carrier effective June 23, 1922, as revised.

Prior to January 6, 1964, a force of Red Cap employes was maintained at the 63rd Street Passenger Station to handle patrons' hand baggage who were arriving and/or departing that station. These employes were subject to the provisions of an Agreement between the Carrier and the United Transport Service Employes of America.

Effective January 5, 1964, Carrier abolished all Red Cap positions assigned to work at the 63rd Street Station.

in addition to handling the patrons' baggage, they now attach checks to patrons' bags and collect the service charge. The only new so-called duty assigned to the janitors on January 6, 1964 is attaching checks to some of the passengers' bags, and collecting the service charge. This is the only work in dispute.

On March 3, 1964, General Chairman Copeland presented a claim in behalf of four of the janitors for a day's pay for each day they were required to assist patrons. On March 20, 1964, General Chairman Copeland appealed the claim to Superintendent R. O. Bodell. Mr. Bodell did not decline it until July 3, 1964. On July 15, 1964, Mr. Copeland appealed **only the money claim** to the manager of personnel. He did not contend the claim had any merit, but that it was valid because Mr. Bodell failed to decline it within the time limit. In his appeal letter of July 15, 1964, Mr. Copeland said:

"Note that I have not appealed this claim to you on its merit. . . ."

The general chairman recognized the claim had no merit, but claimed pay solely on the time limit violation. The company declined the claim on the grounds that the penalty claimed was unreasonable and that liability, if any, existed only for the period between the date of appeal to Mr. Bodell and the date of his late declination.

The union refused to compromise, and appealed the claim. However, it amended the claim on appeal. In addition to the claim for money, it asks the Board to rule on the claim's merit and to assign work to Red Caps. The pertinent correspondence is attached as Management's Exhibits A through H.

(Exhibits not reproduced.)

OPINION OF BOARD: Claim was filed on March 3, 1964. It was appealed to Carrier's Superintendent on March 20, 1964. He denied it on July 3, 1964, which failed of compliance with the 60 day time limitation prescribed in Article V of the August 21, 1954 Agreement. We will sustain paragraphs (a) and (b) of the Claim as presented with Carrier's monetary liability terminating on July 3, 1964. See Award No. 13780. Inasmuch as the Claim is not before us on the merits, we will dismiss paragraph (c) thereof.

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

That the Carrier violated Article V of the August 21, 1954 Agreement.

AWARD

Paragraphs (a) and (b) of the Claim sustained to extent set forth in the Opinion.

Paragraph (c) of the Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1967.