

Award No. 5482
Docket No. 5398
2-SLSF-MA-'68

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George S. Ives when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the eleven following machinists, Bentley Trogden, Walter Day, Jesse Hedden, John Prugger, Arnold Biggs, Leonard McKell, Bobby Palmer, James Murphy, Harry Hart, Earl Moore and Floyd Basore have been improperly denied eight (8) hours' additional compensation, to be equally divided among them, each day, seven days per week, beginning Oct. 5, 1965 and continuing until claim is settled.

2. That the Carrier be ordered to additionally compensate each aforesaid claimant at his duly proportionate part of this additional compensation, dividing same equally among the eleven (11) named claimants.

EMPLOYEES' STATEMENT OF FACTS: The St. Louis San-Francisco Railway Company, hereinafter called the Carrier, maintains a modern repair shop at Springfield, Missouri, where skilled Machinists are employed including those named in part 1 of the Claim of Employees, who shall hereinafter be referred to as the claimants, to perform among other things, the work involved in this dispute.

Beginning October 5, 1965 the Carrier's foremen commenced gauging and measuring wheels on diesel units. This measurement included rim thickness, flange height and thickness and treadwear. This work had been performed by machinists including Machinist Earl L. Moore. Mr. Moore's statement of the facts is attached hereto as Exhibit A. The purpose of these measurements is to determine the repairs that may be needed to the wheels as the work of restoring the wheels is done in the wheel truing machine at Springfield. The measurements after they were taken by the Machinist (who was either the Locomotive Inspector or some other Machinist assigned by the Foreman to do the work) are given to the Foreman and the decision as to when the wheels were to be

Neither is there any showing that the work allegedly lost by the employes amounts to eight hours per day, and the only conclusion that can be drawn by the Carrier from the claim as presented is that the claim represents an indirect approach by the Organization to secure the employment of an additional machinist to perform work neither required nor needed.

This Division is respectfully requested to find that the Carrier has not violated the Agreement.

All data used in support of the Carrier's position have been made available to the Employes or their duly authorized representatives and made a part of the particular question in dispute.

(Exhibits not reproduced.)

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The instant claim on behalf of eleven named claimants merely alleges that collectively they have been improperly denied eight (8) hours' additional compensation on each day, seven days per week since October 5, 1965. Neither the particular question involved in the dispute nor reference to applicable rules are found in Petitioner's Submission to the Division.

Although perusal of the Petitioner's Submission reveals that the underlying dispute concerns Carrier's alleged improper assignment of supervisors and foremen to gauge and inspect wheels on diesel locomotives inside Carrier's Springfield, Missouri Diesel Shop, the present claim appears to have originated on October 5, 1965 when a mechanical supervisor applied a standard wheel gauge to the wheels under diesel locomotives 5018 and 5205 and also by reason of mechanical supervisors' initialing or otherwise noting on locomotive maintenance forms that certain items of work were either approved or not required.

In the first instance, Carrier contends that the claim must be dismissed because the Employes' Statement of Claims fails to satisfy the requirements of Circular No. 1 of the National Railroad Adjustment Board. Furthermore, Carrier avers that said claim is indefinite and confusing in that a similar claim previously was filed and rejected by Carrier on January 27, 1965 without further appeal by Petitioner.

Circular No. 1, issued by the National Railroad Adjustment Board on October 10, 1934, clearly provides as follows as to the form of Submissions:

"Statement of Claim: Under this caption the petitioner or petitioners must clearly state the particular question upon which an award is desired."

Here, the Statement of Claim neither states the question upon which an award is desired nor otherwise describes the nature of the dispute. Carrier has properly raised this procedural issue in its Ex Parte Submission. Accordingly, the claim must be dismissed because of Petitioner's failure to comply with Circular No. 1, issued by the National Railroad Adjustment Board.

AWARD

Claim is dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 21st day of June, 1968.