

The Second Division consisted of the regular members and in addition Referee Theodore H. O'Brien when award was rendered.

Parties to Dispute: ( Terrence H. Balanesi  
(  
(  
( Southern Pacific Transportation Company

Dispute: Claim of Employees:

It is my contention neither the Southern Pacific Transportation Company nor the International Association of Machinists and Aerospace Workers, at anytime to the present, had the evidence of facts to stop a simple inter-company transfer of a Journeyman Machinist (recognized as such by Local Lodge #1537 of the above mentioned union) from the Running Maintenance Plant in Houston, Texas to the Heavy Maintenance Plant in Sacramento, California. To further damage their positions, the position of Journeyman Machinist I held at Houston, Texas, was revoked by the above mentioned union officials and later ratified by the Labor Relations Department of the above mentioned carrier, thus placing me in the position of Machinist Apprentice at the Heavy Maintenance Plant in Sacramento.

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 Claimant was employed by the Carrier as a machinist apprentice holding a seniority date of May 19, 1976. The facts giving rise to the instant claim are as follows: By letter dated February 1, 1977, claimant notified Carrier that he was filing an ex parte submission to this Division based on his contention that his transfer from Houston on Carrier's T&L Lines to Sacramento on Carrier's Pacific Lines was "unorthodox". It is the Claimant's contention that he was working as a journeyman machinist at Houston and was forced to transfer to Sacramento as a machinist apprentice.

It is clear from an examination of the record before us that the Petitioner did not handle the claim on the property as is required by Section

3, First (i) of the Railway Labor Act, nor did the Claimant handle his grievance as required by Rule 38 of the Agreement between the parties.

In Second Division Award 7088, we held:

"It is clear beyond question that the Claim the Petitioner is attempting to assert before this Board was not handled on the property of the Carrier in accordance with Rule 28 of the current agreement of the parties and as required by Section 3, First (i) of the Railway Labor Act. Therefore, the claim is barred from consideration by this Division and must be dismissed. See the following Second Division Awards: 7026, 6992, 6874, 6829, 6810, 6555, 6520, 6506, 6496 and 6484."

Since it is clear that the Claimant did not handle his claim in accordance with the grievance machinery established by the Agreement we must dismiss the claim in its entirety.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of April, 1978.