

The Second Division consisted of the regular members and in addition Referee Higdon C. Roberts, Jr. when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International Association
(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the St. Louis-San Francisco Railway Company violated the controlling Agreement, particularly Rule 138, when on April 3rd through 13th, 1978, other than Water Service mechanics were assigned the duties of installing locomotive wash rack at Diesel Shops, Springfield, Missouri.
2. That accordingly the St. Louis-San Francisco Railway Company be ordered to compensate Water Service Mechanics M. E. Williams, V. O. Williams, E. E. Watts, R. M. Willis, L. F. White, J. A. Hoffman, C. L. Latimer, M. L. Richardson and F. D. Davis two hundred forty (240) hours at the pro rata rate of pay and sixteen (16) hours at the punitive rate of pay for such violation.

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.

This is a time claim for nine members of a water service gang for work lost to another craft in repairs to the locomotive wash rack at the Springfield Diesel Shop, Springfield, Missouri.

The carrier states the claim is improperly before the Board, having been filed initially with the wrong carrier officer, and through subsequent appeals. This is a consistent carrier denial throughout the procedure, beginning with R. H. Stracke's letter of June 23, 1978.

Carrier refers to the Agreement (revised April 1, 1971), Rule 34 (A) note at the bottom of page 41, which reads in pertinent part

"The officer first named below has been designated by the carrier as the officer authorized to receive written claims and grievances...

Water Service Mechanics and Helpers:
Division Engineer, Director of Labor Relations"

In a letter subsequent to the agreement from F. K. Duren to General Chairman Moorehead, dated May 4, 1974, Mr. Duren alters the agreement to read in pertinent part

"Effective immediately, the following changes are hereby made in the officers of the carrier authorized to receive written time claims and grievances...

Water Service Helpers:

- (1) Division Engineer
- (2) Assistant Chief Engineer
- (3) Director of Labor Relations"

The organization contends that, since the Water Service Mechanics and Helpers are employees of the Diesel Shop, the claim has been properly handled through the officers designated for these employees. However, the carrier states the claimants are under the jurisdiction of the Water Service Department, a subdepartment of the Maintenance of Way Department.

Although the alleged violation took place in the Diesel Shop, the claimants are Water Service Mechanics and Helpers. The procedure under the Agreement would require the claim to be presented to the carrier officer authorized to receive claims and grievances of this craft.

This Board is always reluctant to decide claims on mere technicalities; however, in the present case, we have no choice but to apply the agreement as written. The organization's use of the improper procedure under Rule 34 (A) forfeits the right to have this Board decide the claim, and we must dismiss it.

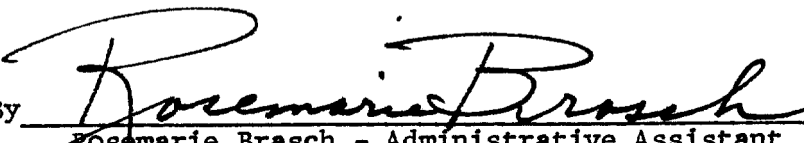
A W A R D

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 11th day of March, 1981.