

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International
(Association
(
(Illinois Central Gulf Railroad Company

Dispute: Claim of Employees:

1. Under the terms of the Controlling Agreement, the Carrier, Illinois Central Gulf Railroad, arbitrarily violated the Sheet Metal Workers' Classification of Work Rules, when other than Sheet Metal Workers were assigned to perform Hatch Modifications to the locomotive carbody roof, which is 10 guage and lighter metal. It is not authorized under the Current Agreement, and, that, accordingly, the Carrier be ordered to assign Sheet Metal Workers to perform the aforesaid work.
2. That, accordingly, the Carrier be ordered to:
 - (a) Cease and desist from using other than sheet metal workers to perform the aforesaid work.
 - (b) Additionally, compensate Sheet Metal Workers, R. J. Reed, and H. D Davidson, for a continuing time claim, totaling 256 hours at the rate of time and one-half for continuing violations.

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.

At the outset, the Carrier has objected to the claim presented on procedural grounds. The Carrier alleges that the claim is improperly before the Board in that it varies substantially from the claim as progressed on the property.

To say the least, the handling of this claim on the property is rather confusing. On July 20, 1975 a claim was filed by the Organization on behalf of the claimant herein. That claim was for 8 hours and was stated to be a continuing claim. The July 20 claim was denied on August 22, 1975. The activity complained of in the July 20 claim took place on May 27 and 28, 1975.

On August 9, 1975 the Local Chairman notified the Carrier of continuing claims for the same type of activity complained of in the July 20, 1975 letter totaling 256 hours. The July 20 claim was referred to in the August 9 letter. The August 9 letter included a listing of the alleged violations, setting forth the dates and the hours claimed on that date. The dates involved were June 1, 16, 18, 19, 24, 25, 30 and July 1, 2, 7, 11, 14, 18, 21, 30 and August 1, 1975. The hours listed totaled 256.

It is obvious that the activity that occurred on May 27 and 28, which gave rise to the initial claim for the Claimants named herein, is not included in the 256 hours claimed for the unnamed claimants on August 9, 1975.

The Carrier's procedural objection has merit. There was a claim progressed on the property for the named claimants herein for an alleged contract violation which took place on May 27 and 28, 1975. A further claim for 256 hours for alleged contract violations which took place in June, July and August of 1975 was also filed. The subsequent claim for 256 hours appears to have been merged with the claim filed for the claimants herein on appeal to this Board. The claim as presented herein was not properly progressed and is therefor not the proper subject of a hearing by this Board.

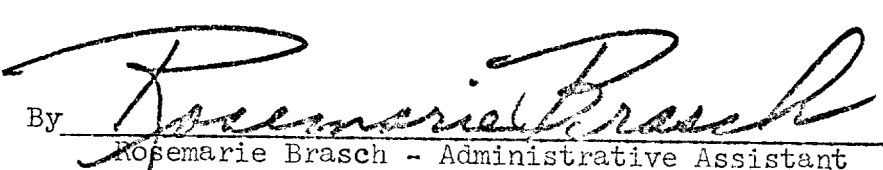
A W A R D

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 20th day of December, 1978.