

The Second Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International Association
(Chicago and North Western Transportation Company

Dispute: Claim of Employees:

1. Carrier violated Article V of the August 21, 1954 Agreement, in that, accordingly the claim should be allowed as presented.
2. That under the current agreement, other than employees of the Sheet Metal Workers' Craft (coach cleaners and helpers) were assigned to perform work covered by Rules 29, 53 and 103.

This work assignment consisted of the removing and replacing of drain pans, overhead doors and the blowing of condensers, beginning on April 18, 1978 and is a continuous claim through May 22, 1978.

3. Therefore, it is requested that for the above violation, that the following claimants be compensated at the straight time rate for 480 hours to be equally divided among them.

The claimants are as follows: Adolph Droho, Stanley Osborne, Mike Chalus, Sam Scolastica, Walter Rasso, Joseph Land, James Nurnburg, Richard Bauman, Augustin Mahilum, Norman Christopherson and Albert Harwick.

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 organization has brought this claim on behalf of eleven sheet metal workers alleging the carrier improperly assigned work, which the organization states is exclusively reserved to the sheet metal workers, to carmen and coach cleaners during the period from April 18, 1978 to May 22, 1978. The claimants seek a total of approximately 480 hours of pay at the pro rata rate.

This claim is a continuation of the claim which we have previously considered in Award No. 8823. The issues and facts are virtually identical to the issues and facts raised by the parties in the prior case.

However, the organization in this case contends the carrier did not deny the claim within the sixty day limitation period contained in the applicable agreement though the organization did not raise the timeliness issue in its initial submission to this Board. (The argument was raised on the property and in the organization's rebuttal submission.) After carefully reviewing the record, we find the carrier timely and properly denied the claim. The parties apparently agreed that this claim would be handled in conjunction with the claim in Award No. 8823.

For the reasons set forth in Award No. 8823, we must deny this claim on its merits.

A W A R D

Claim denied.

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 18th day of November, 1981.