

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number **24203**
Docket **Number** CL-23982

Irwin **M. Lieberman**, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Railway, Airline and Steamship Clerks,
{ Freight **Handlers**, Express and Station **Employees**
{ (Norfolk and Western Railway Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (**GL-9432**) that:

1. Carrier violated the terms of the effective agreement between the parties, particularly Rules 1, 14, and **36**, beginning September 10, **1979** and continuing thereafter, when it required Clerk B. W. Swan, Chicago, Terminal to suspend work on his regular position to perform other work under conditions which were prohibitive in accordance with existing understanding, and;

2. Carrier shall compensate Clerk B. W. Swan for eight (8) hours pay for September 10, **1979**, and each subsequent date such violation occurs, or until such violation is corrected.

OPINION OF BOARD: Claimant her& was regularly assigned to the position of **Stowman/Clerk** at Carrier's Landers Yard, Chicago, Illinois.
The advertised duties of this position consisted of:

"Cleaning cars, **Laborer** duties, Janitorial duties, provide relief at Landers TOFC, tying down trailers and other related duties."

Beginning on or about Sept. 10, **1979** and continuing into the early part of **November 1979**, Claimant was **utilized**, during his regular tour of duty, to pick up spare brake shoes and other miscellaneous scrap material in Landers Yard, resulting in the Claim herein.

Petitioner has argued vigorously that Rules 1 - Scope, **14** - Filling Temporary Vacancies and **36** - Absorbing Overtime, supports its position. Carrier, on the other hand, has argued that Rule **36** was not cited during the handling on the property and **furthermore** Claimant **performed** only work during his regular tour of duty which was included in his advertised duties.

The Board has carefully considered all of the arguments, contentions and citations advanced by the parties in this dispute. **From** the entire record we are unable to find support for Petitioner's contentions. The record indicates that Claimant performed only the general type of work which is contemplated by his job description. **There** is no support for the Claim in the cited Rules and it must be denied.

FINDINGS: **The** Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

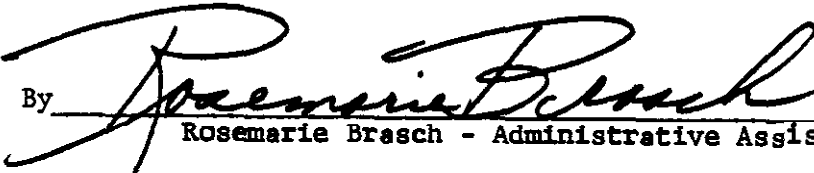
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of March 1983.

