

The Third Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(CSX Transportation, Inc.
(former Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10218) that:

Claim No. 1: (Carrier file CG-19605) (TCU file CLV-218)

(a) Carrier did violate Rule 1 (Scope) and Rule 37 (Absorbing Overtime), and other rules of the General Agreement; Rule 46 (New Positions), Rule 44 (Maintaining Rates), Rule 45 (Preservation of Rates), Rule 47 (Rating Positions).

Violations occurred (sic) when Carrier did cause Claimant to suspend work on Position A-8, Typist-Clerk, on January 3, 4, 5, 6, 7, and 10, 1983 to relieve Louie L. Powell, Cleveland, Ohio from 11:30 a.m. to 12:30 p.m. for his meal period.

(b) Carrier should now compensate Claimant, Charles Hamadik, one hour pro rata at the rate of Chief Security Officer Louis L. Powell (presumably higher than the protected rate of Claimant), or one hour pro rata at his protected rate of \$101.60 per day, with cola (12.70 per hr.), whichever is higher.

Claim No. 2: (Carrier file CG-19606) (TCU file CLV-219)

(a) Beginning on January 11, 1983 Carrier did violate Rule 1 (Scope), Rule 37 (Absorbing Overtime), for Claimant #1, Rule 24 (Trading Positions, Rearranged), Rule 44 (Maintaining Rates), Rule 45 (Preservation of Rates), Rule 46 (New Positions), Rule 47 (Rating Positions), and other rules of the General Agreement No. 10, and Consolidating Agreement, effective November 16, 1981, and continuing to the present, when Carrier arbitrarily and unilaterally abolished one security officer position and assigned Claimant #1, Charles Hamadik, to relieve the other officer for meal period from 11:30 a.m. to 12:30 p.m."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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 time of the incident first involved in this dispute, Claimant was the incumbent of a Typist-Clerk position in the Terminal Tower facility of Carrier in Cleveland, Ohio. At that time Carrier had been operating a control booth on the 32nd Floor of the building to control access to the facility. On January 3, 1983, Carrier changed the work schedule of the two Chessie System Police Officers who had manned the booth. This resulted in only one officer being on duty between 7:00 A.M. and 4:00 P.M. daily. Carrier determined to use Claimant to relieve the Police Officer each day for lunch between 11:30 A.M. and 12:30 P.M. During the lunch hour Claimant was instructed to admit employees and proper visitors to the facility by the use of a buzzer and was further instructed to contact the building security office in the event that any "police problems" arose. It was this function which triggered the dispute herein. It is also noted that the Organization waived those portions of the Claim dealing with Clerks Cerny and Sword.

The Organization argues that Carrier, in making the assignment indicated above violated several Rules: Rules 37, 44, 45, 46 and 47. It is urged particularly that Carrier violated the Agreement when it required Claimant to suspend work on his own assignment and cross craft lines to absorb overtime work of a System Police Officer. It maintains that the work was more than that of a receptionist and was not performed anywhere else on the property by anyone other than Railroad Police.

Carrier states that the work in question was not exclusively performed throughout the property by either security or clerical personnel. Carrier advised the Organization, during the handling of this dispute, that there were other clerical employees at other locations performing identical functions. Carrier also maintains that it has facilities on its property monitored in similar fashion by various other crafts. Carrier states that it had the right to assign the duties to Claimant and the functions did not represent an increase in either duties or responsibilities.

As the Board views it, one of the key elements in this dispute is whether the work in dispute is exclusively that performed by Railroad Police Officers. In that context, the Organization has presented no evidence whatever to support its position in this respect. On the contrary, Carrier furnished information during the handling of this matter on the property that several other Clerical positions had been assigned identical functions.

The facts in this matter do not support the thesis that there was any suspension of work to absorb overtime by Claimant. Further there was nothing specified in the Rules which would prevent Carrier from assigning the work in question to Claimant. The fact is that there is no contractual support for the Organization's position. The Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 10th day of August 1989.