

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31423
Docket No. CL-31062
96-3-93-3-27

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International
(Union
(
(CSX Transportation, Inc. (former
(Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the
Organization (GL-10917) that:

1. Carrier violated the provisions of the Clerks' Agreement dated November 1, 1982, at Ravenna, Kentucky, beginning August 14, 1989, when it contracted out and/or gave work belonging to the clerical craft to an outside party not covered under the provisions of said Agreement.
2. Carrier shall compensate the Senior Available Employee, extra in preference, eight (8) hours' pay at the rate of Data Clerk Ravenna, beginning with the second shift, August 14, 1989, and continuing for each shift thereafter until stopped.
3. Carrier shall return the work to employees covered by the Clerical Agreement dated November 1, 1982."

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 employee 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.

Prior to October 1978, the Data Clerk at Ravenna, Kentucky went to the Riverview Hotel, knocked on doors, and gave T&E crew's their calls in person. In October 1978, Carrier installed a railroad maintained phone system in the Riverview Hotel, with the controlling telephone located on the Crew Caller's desk at Ravenna. Subsequent to that date, and until August 14, 1989, the Crew Caller at Ravenna would call the rooms and give the crew members their individual calls.

On August 10, 1989, under Notice 289, the Carrier issued the following instructions:

"Effective 1700 hours, August 14, 1989 ... the crew calling functions formerly performed by the crew clerks at Ravenna, Kentucky for train and engine service personnel will be performed by the crew dispatchers at the Crew Management Center ... Jacksonville, FL. ...

... Road Crews being housed at Riverview Hotel in Irvine, Kentucky will be called by the Hotel Clerk by knocking on the door and relaying the necessary information as received from the callers office in Jacksonville. If for any reason you are not at your usual calling place as stated in operating rule 500 it will be your responsibility to notify the Hotel Clerk or crew caller in Jacksonville how you will receive your call."

Since mid-August 1989, the desk clerk at the Riverview Hotel has been knocking on doors and giving the calls to crew members.

The Organization submitted a claim alleging that Carrier had violated the Agreement when it "permitted and/or contracted work belonging to the Clerical organization to be performed by the hotel clerk at the Riverview Hotel beginning August 14, 1989."

Carrier denied the claim asserting that:

"Effective with the transfer of crew calling duties to Jacksonville, the Ravenna Crew Caller in the CMC began calling the hotel clerk who then relayed the call to the crew members in their rooms. The only difference is that the Crew Caller gives the information to the hotel clerk to relay to the crew in lieu of giving it to the crew members via intercom. A contract clerk is still making the call and relaying the call information via the hotel clerk....

For many years prior to January, 1989 the Carrier's Crew Callers have left call information with employee's family members, friends, other employees and hotel clerks at other locations."

The denied claim was appealed to this Board by Notice of Intent filed by the Organization, dated January 14, 1993. The matter was held in abeyance by joint agreement, however, pending the outcome of another similar claim which eventually was decided in Third Division Award 29433. Also pertinent is recent decision Third Division Award 27166, which dealt with essentially the same issues raised in the present case. Leaving aside arguments raised belatedly and barred by Circular No. 1, we find nothing in the present record which justifies a different result than that reached in Awards 27166 and 29433.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 21st day of March 1996.