

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

Parties to Dispute: ( System Federation No. 6, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Carmen)  
(  
( Chicago, Rock Island and Pacific Railroad Company  
( (William M. Gibbons, Trustee)

Dispute: Claim of Employees:

- (1) That under the current Agreement the Carrier improperly assigned other than a Coach Cleaner to clean coaches at Peoria, Illinois on February 23, 1976 and all dates subsequent.
- (2) That accordingly, the Carrier be ordered to compensate Coach Cleaner D. K. McReynolds eight (8) hours pay at the applicable rate for February 23, 1976, and all dates subsequent.

Findings:

The Second 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.

Claim is here made that Carrier violated Rules 27 and 128 when on February 23, 1976, and subsequent dates, Carmen were assigned to perform Coach Cleaner's work performed by Coach Cleaner D. K. McReynolds prior to her furlough on January 16, 1976. The record does not reflect who performed such work or if it was performed between January 16, 1976 and the first claim date of February 23, 1976.

Carrier alleges that the disputed work is not exclusively contracted to Coach Cleaners. Carrier further claims that the amount of work performed, which consisted of turning seats and emptying trash cans, entailed less than one hour and does not justify the full time employment of a coach cleaner. Carrier cites Second Division Award No. 5868 in support of its position.

We have carefully reviewed the record and the citations of the parties and find that the Employes have failed to support its burden of proof that the work in question is contractually reserved to Coach Cleaners under circumstances which here prevail, to the exclusion of Carmen who are the masters of their craft. The Claim will, therefore, be dismissed.

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  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of February, 1978.