



Award No. 19025
Docket No. CL-19147

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6875) that:

1. The Carrier violated the Clerks' Agreement when on July 1, 1969, they contracted with the American Building Maintenance Company, a firm not under the scope of the Clerks' Agreement, to perform certain janitorial services at Tacoma, Washington Freight Station.

2. Carrier shall now be required to cancel the contract with the American Building Maintenance Company and return the work to the clerical employes represented by the Brotherhood of Railway, Airline and Steamship Clerks on Roster 85-2.

3. Carrier shall now be required to compensate Claimant, Mr. R. L. Rigney Janitor-Stower at Tacoma, Washington, for wage loss sustained by him by reason of the above violation of the Clerks' Agreement in the amount of two hours at time and one-half for each of his assigned days commencing July 1, 1969 in addition to his regular compensation and continuing until such work is restored under the agreement. The overtime rate of Janitor-Stower, Job No. 19 is \$4.50 per hour.

EMPLOYEES' STATEMENT OF FACTS: Claimant, Mr. R. L. Rigney, is employed by the Carrier at Tacoma, Washington on position of Janitor-Stower, a position that comes under the jurisdiction of the Brotherhood of Railway, Airline and Steamship Clerks, which he holds by virtue of his seniority under the Clerks' Agreement on Station Clerks' Roster 85-2 of April 29, 1952.

The position of Janitor-Stower, Job No. 19, at Tacoma Freight Station is bulletined with duties as follows:

| | |
|------------------------|--|
| Six (6) hours Stower | Keeping Freight Office in clean condition |
| Two (2) hours Janitor. | Truck Freight, load cars and other warehouse duties |

- M Mr. Beckley's letter of August 11, 1970, to Mr. Hallberg, advising that further conference would be unproductive and extending the time limit to and including September 30, 1970.
- N Mr. Hallberg's letter of September 22, 1970, in response to Mr. Beckley's letter of August 11, 1970.
- O Mr. Beckley's reply to Mr. Hallberg, dated September 29, 1970, to which no response was received.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier entered into an agreement with American Building Maintenance Company for a term of two years, commencing July 1, 1968, whereby the Maintenance Company, for \$144.41 per month, agreed to perform routine janitor services at Carrier's freight office in Tacoma, Washington. The contract lists some 28 services, three of which are designated to be performed monthly; three weekly, and the remainder three times weekly.

The Organization contends that the contracting out of said janitor work violated the Clerk's Agreement, particularly Rule 1 (c) thereof:

"Rule 1 — Scope. These rules shall govern wages and working conditions of Employees of the Union Pacific Railroad Company, of the classes listed in Sections (a), (b), and (c) of this rule.

* * * * *

(c) Janitors and laborers employed in and around offices, stations, storehouses and warehouses."

Claimant, prior to July 1, 1969, held the position of Janitor-Stower at Tacoma Freight Station, Bulletined as Job No. 19 with duties two hours as Janitor in keeping freight office in clean condition, and six hours as Stower, handling truck freight, loading cars and other warehouse duties.

The sole issue to be decided is whether or not the unilateral action of Carrier in contracting out the work in dispute violated the Agreement.

Carrier asserted on the property, without any protest from the Organization that it has had a contract with said American Building Maintenance Company for said Company to wash windows at the Tacoma Freight Station since March 27, 1951, and also that the performance of janitorial work has not been the exclusive function of Employees listed within Rule 1 (Scope) of the Clerk's Agreement.

The Organization bases its claim on the violation of the Scope Rule and that the position, which included the work contracted out, was bulletined and assigned to Claimant, and Claimant performed said work until it was contracted out to the American Building Maintenance Company.

The Organization, in support of its position, relies primarily on Award No. 13236. We deem it unnecessary to consider Award No. 13236 in the determination of this dispute, inasmuch as we find that the Organization did

not establish that janitor work at Tacoma, Washington, was performed exclusively by clerks. Neither the Scope Rule nor Past Practice, ripening into an Agreement, gave janitor work exclusively to clerks.

The claim must, therefore, 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1972.