

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19958  
Docket Number CL-20087

Burl E. Hays, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE: (  
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
(GL-7239) that:

(1) Carrier violated the rules of the Clerks' Agreement when it removed Claimants (listed below) from their regularly assigned positions on dates as shown.

(2) The following named employees shall be paid an additional 8 hours' pay, each date:

E. G. Asher	- May 2, 9, 23, 30 June 6, 13, 19, 20, 26 and 27 July 3, 4, 10, 11, 17, 18, 24 and 31, 1971
J. C. Trauthwein	- June 6, 12, 13 July 10, 11, 18, 25 and 31, 1971
L. King	- June 27, 1971
R. D. Ante	- May 30, 1971
J. E. Mayes	- June 20 and 26, 1971
J. Parker	- July 3, 5, 17 and 25, 1971
R. Turner	- July 5, 1971

OPINION OF BOARD: The dispute before **us** is whether or not Carrier violated rules of the Clerk's Agreement when Claimants, who were either regularly assigned Yard Clerks or regularly assigned relief employees, were instructed by Carrier to do certain work which Claimants contend required them to perform "janitor duties" when such duties were a part of a regularly assigned janitor's position.

The facts are that prior to November 20, 1970, Carrier maintained two Janitor positions at its Hamilton Terminal, which is made up of several separate yards. On that date these two positions were abolished and one Janitor's job was created on a seven day basis. The position was filled by a regularly assigned employee Monday through Friday, and on his rest days, Saturday and Sunday, extra employees did this work. On May 16, 1971, the

assignment was apparently reduced to six days a week, and an extra employee filled the Saturday vacancy only. Then on June 6, 1971, the sixth day was **also eliminated**, and since that time the regularly assigned janitor has worked Monday through Friday, and neither of his rest days have been filled.

Claimants contend that at this point they **were** removed from their regularly assigned yard clerical positions and regularly assigned yard clerical relief position, and required to perform "**janitorial**" work, which was a part of the two original Janitor positions and later the new Janitor position.

In **our** judgment, there **is no** evidence in **the** record to indicate that Claimants performed such "janitorial" duties as the job title **infers**, such as mopping, scrubbing, window washing, **or** cleaning the facilities such as the yard office, locker rooms, medical examiner's **room**, **carmen's** office-and **toilets**. This work -was performed by the **regularly** assigned **janitor himself** on his days of duty. When extra employees were **used** on his rest days they did this same **work**. When the **janitorial** service at **Hamilton Terminal** was changed, all yard **clerks were instructed** to keep the yard offices clean.' The record indicates this amounted to nothing more than picking up trash from the floor and emptying the waste baskets when **necessary**.' We do not feel there has been any violation of the Agreement. Award 10164 (Referee Gray).

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:

  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1973.