

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24494
Docket Number CL-24524

Edward L. Suntrup, Referee

PARTIES TO DISPUTE: { **Brotherhood of Railway, Airline and Steamship Clerks,**
 { **Freight Handlers, Express and Station Employees**
 { **(Maine Central Railroad Company (Portland Terminal Company))**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9573) that:

1. Carrier violated the Agreement between the parties on May 28, 29, 30 and June 11, 1980, account Carrier assigned Scope work and duties to an employee outside the Scope of the BRAC Rules Agreement.

2. Carrier shall compensate Frank M. Hersey, Laborer, Waterville Stores Department, Waterville, Maine, one and one-half (1 1/2) hours per car (6 cars total) at \$8.0137 per hour account six (6) cars were cleaned and washed on these dates by Repair Track Crew employee. Claimant should be compensated for nine (9) hours pay for said violation.

OPINION OF BOARD: The facts of the instant case are not in dispute. On May 28, 29, 30 and June 11, 1980 a Car Department employee performed car cleaning work in conjunction with the repair of six (6) Carrier cars while they were on the repair track on the dates listed above. Claimant, who is a Stores Department laborer, alleges that he should have been used to perform the car cleaning functions on these six (6) cars. As a consequence he has asked for payment of 1-1/2 hours pro rata pay per car. Neither Petitioner nor Respondent in the instant case have clarified by what right Claimant in particular claims the disputed service.

Carrier alleges, without further supporting evidence, that the cleaning of cars at Waterville, Maine has traditionally been performed by employees of three different departments, the Car Department, the Stores Department, and the Operating Department. Petitioner's response to this is the allegation, also without further proof, "that this claim involves washing cars which has been work performed by employees represented by BRAC" and should be continued to be performed by same.

The Board notes that both the Petitioner and the Respondent have included in their submissions to this Board in the instant case, evidence and arguments which were not advanced by either party on the property and such materials have not been considered by this Board consistent with past Board Awards (Third Division 20178; 20841; 21463; 22054 inter alia). Given the paucity of evidence of probative value presented for Board deliberation in the instant case the Board has no recourse but to dismiss it.

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

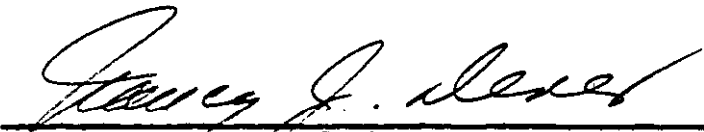
That the Agreement was not violated.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:



Nancy J. Dever
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of August 1983.

