

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr., when award was rendered.

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

PARTIES TO DISPUTE:(

(Bessemer and Lake Erie Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10127) that:

1. Carrier violated the effective Clerks' Agreement when on May 31 and June 14, 1985, it utilized the services of outsiders to perform janitorial duties reserved exclusively to employees covered by the scope of such agreement;

2. The Carrier shall now compensate Janitors J. Grueser, R. Lukisch, A. DiSalvo and B. Anderson nine (9) hours' pay each at the time and one-half rate of their positions for May 31, 1985, and shall compensate Janitor D. Myers three (3) hours' pay at the time and one-half rate of his position for June 14, 1985."

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 employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board had jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On August 15, 1982, the Carrier transferred certain employees and work from an office in Pittsburgh and four offices in Greenville to a new general office building in Monroeville. Among those transferred were janitors, who are covered by title in the Organization's Scope Rule (Rule 1). This Rule states in pertinent part as follows:

"(d) Positions or work coming within the scope of this agreement belong to the employees covered thereby and nothing in this agreement shall be construed to permit the removal of positions or work from the application of these rules, except by agreement between the parties signatory hereto; except that management, appointive or excepted positions, or other positions not covered by this agreement may be assigned to perform any work which is incident to their regular duties."

On May 31 and June 14, 1985, the Carrier employed the services of an outside contractor to perform steam cleaning of its carpeting. The record shows this particular type of overall carpet steam cleaning had not previously been performed at Monroeville. The Carrier further stated during the claims handling procedure that similar work at Pittsburgh and at three of the four Greenville locations had been performed by outside contractors.

As argued by the Organization, the Scope Rule requires there may be no "removal of positions or work" from the covered employees except by agreement.

Here, however, the Organization has failed to demonstrate that the steam-cleaning of carpets has been included within the work previously performed by the janitorial employees. Thus, there is no issue of "removal" of work here. The Carrier reasonably demonstrated that occasional spot cleaning of carpets is of a substantially different nature. Thus, no violation of the Scope Rule is found in these particular circumstances.

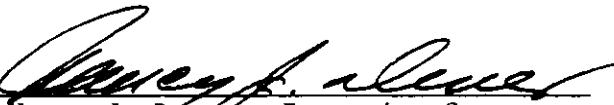
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of November 1988.