

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
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(The Lake Terminal Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10354) that:

1. Carrier violated the effective agreement when on April 4, 1988, it required and/or permitted employees not covered by said agreement to perform janitorial duties which are reserved to employees fully covered thereby.

2. Carrier shall now compensate the two senior off-duty employees on the clerical roster eight (8) hours' pay at the time and one-half rate of a janitor position for the above referred to date."

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 has jurisdiction over the dispute involved herein.

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

As Third Party in Interest, the United Steel Workers were advised of the pendency of this dispute and did not file a Submission with the Division.

At the outset it must be noted, that certain arguments and materials have been progressed to this Board which were not exchanged on the property. Accordingly, these will not be considered in our deliberations on this matter.

With respect to the essential facts developed on the property, on May 6, 1988, the Organization claimed, in pertinent part, that two employees of the Diesel Shop performed "janitorial work in the West Yard Office," asserting that these employees "washed the walls in the rest rooms." On June 30, 1988, the Carrier denied the Claim. It mainly stated that two employees of the Diesel Shop, equipped with rubber gloves and safety glasses, applied drain cleaner and strong disinfectant to two urinals and three toilet bowls to clear

the drainage system of any odor producing residue. The Carrier further stated that the employees then "hosed down" the lower wall and floor area around the sanitary facilities. It claimed that this task was not janitorial work.

On June 15, 1988, the Organization rejected the Carrier's statements and mainly asserted again that the Diesel Shop employee "performed work of cleaning the walls of the rest rooms," work which falls under the scope of their Agreement.

On August 8, 1988, the Carrier, in pertinent part, stated that Diesel Shop employees have historically performed building maintenance on its property and, in performing this work, certain unsanitary material had been "spattered about the rooms." It asserts that incidental to the completion of the main task, the walls were hosed down and disinfected.

After careful review of the evidence properly before us, we find that the Organization has not met its burden of proof requirements. It was not rebutted on the property that the hosing of the walls was other than incidental to the basic task of cleaning the urinals and toilet bowls. Therefore, the Claim is denied on that basis.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deyer, Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1991.