

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

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

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10394) that:

1. Carrier violated the effective Agreement when on and after August 17, 1988, it contracted with outsiders for the performance of janitorial work at Lorain, Ohio, which work is reserved to employees covered by said Agreement.

2. Carrier shall now compensate the senior available off-duty clerical employee eight (8) hours' pay at the rate of a janitor position for August 17, 1988, and for each and every day thereafter that a like violation occurs."

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.

Carrier operates a switching railroad in Lorain, Ohio. It provides service to the USX Lorain Steel Works, as well as to other customers. Switch crews work within the confines of the USX Lorain Works. As a result of USX demanding better service from Carrier, it was decided to have certain train and engine personnel go on and off duty at the Hot Metal Scales Building, which is owned and maintained by USX. USX contracted with an outside janitorial service to clean and maintain the area in which Carrier employees had their lockers, washing up the area and so forth.

The Organization concluded that even though Carrier did not own the facility outright, for all practical purposes it was an employee reporting point under the control of Carrier. Consequently, covered Clerical employees should be employed to do the required janitorial work, not outside contractors. The Organization further buttresses its position by citing the fact


that Carrier does pay USX for extra cleaning services demanded by Carrier employees using the Hot Metal Scale Facility as a locker room. A claim was filed requesting eight hours pay for the senior available off-duty Clerk from August 17, 1988, until the situation is remedied.

This Board has carefully reviewed the record, together with the Awards submitted by each party. The Board has concluded that USX owns the Hot Metal Scale and, as a consequence, it has a right, if not an obligation, to supply janitorial services at the location. The fact that Carrier supplements the janitorial service supplied by USX by two or three hours per week does not change the situation. The time paid by Carrier is de minimus in nature and does not warrant utilization of a Carrier employee for such a small amount of work. The Organization has no Agreement right to work performed by a subcontractor in this instance on the customer's property.

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 29th day of August 1991.