

The Third Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union  
(  
(CSX Transportation, Inc. (Louisville and Nashville  
( Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood  
(GL-10585) that:

1. Carrier violated the Agreement when on November 9, 1989, it failed or refused to call Senior Available Employee or an Extra Clerk to perform extra clerical duties of cleaning the carpet at the Traffic Office, specifically, in the Office of Claim Agent, Mr. R. D. Stranger, in lieu of allowing this work to be performed by an outside contractor, Stanley Steemer, at 2:00 PM.

2. Carrier shall now compensate the Senior Available Employee, extra in preference, at the Utility Clerk's rate of \$109.05 for the above violation."

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.

The Organization asserted a violation of the Agreement when the Carrier contracted for an outside agency to clean the carpet located in the office of the Claim Agent, asserting that the "...duty of cleaning carpets at Montgomery, has always been the duty of the clerical forces at Montgomery...."

Carrier admitted use of the Stanley Steemer Company, but asserted that clerical employees vacuum the carpet on a regular basis, but "...there is no equipment available, and never has been, for the shampooing of carpet at Montgomery. Further, the clerical employees have not had any training in the shampooing of carpets and, therefore, do not possess the expertise to perform this work."

During the handling on the property, it was determined that on one occasion, Carrier permitted a Clerk to rent carpet cleaning material and perform cleaning duties. However, the Carrier advised that it does not have the equipment necessary to steam clean and the work cannot be performed to the necessary standards by using rental equipment.

The Carrier does not dispute in this case that the Clerks perform vacuuming functions, but that work is not at issue herein.


Although the Organization asserts that it has always performed the disputed work, the evidence only shows a one-time incident with use of rental equipment. Regardless of the type of Scope clause involved, we do not conclude that one isolated instance operates to place the work within the Scope of the Agreement.

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 17th day of September 1992.