

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22891
Docket Number CL-22873

Martin F. Scheinman, Referee

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

PARTIES TO DISPUTE: (

(Norfolk and Western Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8738)
that:

1. Carrier violated the Agreement between the parties when **commencing** July 23, 1977, it caused, required or permitted Motive Power Department employee, **not** covered by the clerical agreement, to perform fire **watch** service **on** both ship loaders on Coal Pier No. 6, **Lamberts** Point, Norfolk, Virginia.

2. **As** a result of such violations Carrier shall now be required to compensate the senior available, qualified, available furloughed **employee** for eight (8) hours each date, **three** (3) **shifts** daily **commencing** July 23, 1977, until the violation ceases to **exist** and in the **absence** of such senior available, qualified **furloughed employee** compensate the senior available, **qualified** clerical **employee**.

OPINION OF BOARD: The Organization **claims** that Carrier violated the Agreement between **the** parties **when** it caused, required or permitted Motive Power Department employee, **not covered** by **the** clerical agreement, to **perform** fire watch **service** in **Lamberts** Point, Norfolk, Virginia. **The Organization's** claim **rests** primarily on Work Rule #1, "Scope," specifically the following provision of Work Rule #1:

"**Positions** within the scope of **this** Agreement belong to the employee covered thereby and nothing in **this** Agreement shall be **construed** to **permit** the removal of **positions from** the application of **these** rules subject to **such** modifications and **exceptions hereinafter set** forth and except in the **manner** provided **in** Rule 70." (Rule 70 -- **changes** and modification⁶ in accordance with **provisions of the** Railway labor Act).

The **Employees contend** that the term position above implicitly includes within it the work of that position. That is, the Organization **maintains** that the work of a **position and the position itself** are **synonymous**. In its view, the work of **watchman** is clerk work which **is** vested in the **clerical** craft and, **therefore**, cannot be removed except by agree-t between the parties. Appropriate **citations** are provided.

The Carrier, **on** the other hand, contends **that** the Agreement was not violated. It argues that (1) the claim is too broad, vague and general, (2) Motive Power Department **employees** have historically performed the watchmen work, (3) the Scope **Rule** is not specific but general in nature, **and** (4) the theory argued on the property has been changed. In **all**, **it** asks that the grievance be denied.

The disputed work involved the performance of **fire** watch service on the Coal Piers. **Employees** were assigned as fire watchmen **on** the Loader at Pier **#6** when the fire alarm system malfunctioned.

It is true, as the Organization contends, that the **watchman** class is included within the Scope **Rule**. However, not all watchmen are covered by this work rule. Under the plain language of **Rule #1**, Shop Watchman, M. W. Department Watchman and watchmen with police authority are **not** covered.

The watchmen here can best be described as shop watchmen. As such, they are one of the class of watchmen which is specifically excluded under the Agreement. The Agreement is clear and unambiguous. We **must** give it full force and effect. Thus, we **must** conclude that the Scope **Rule** does not **cover** this class of employees. Therefore, we will deny the grievance in its entirety without addressing the other contentions raised.

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.

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Claim denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By **Order** of Third Division

ATTEST:

A.W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 18th day of June 1980.