Award No. 6516
Docket No. CL-6576

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

LeRoy A. Rader, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the Rules and provisions of the Clerks' Agreement at West Palm Beach Florida, when on March 19, 1951, and subsequent thereto, they removed work from the Scope of said Agreement, which has been assigned to and performed by clerical employes and "farmed" it to outside parties to perform, and

1. That Clerk J. L. Sheppard be compensated at the time and one-half rate of his position for eight hours for March 19, 1951, and the same for each date subsequent thereto until the violation is corrected by returning the work to an employe covered by the Clerks' Agreement, and

2. That all employes involved in or affected by said violation of the Agreement have a valid claim for any compensation which they might have earned and which they had the right by the Agreement to earn by performing such work, had they not been deprived of it subsequent to March 19, 1951. Such losses to be determined by examination of the Carrier's records.

EMPLOYES' STATEMENT OF FACTS: West Palm Beach, Florida, is a winter resort and the tourist season and the heavy travel in and out of this point commences around December first of each year and continues until approximately May fifteenth of next year. Seasonal trains are usually put on to handle this tourist business and operate during the approximate period shown above.

In past years, it has been the practice and custom to have the handling and checking of the baggage in connection with this seasonal business performed by a clerk. Prior to the year 1948 the checking and records in connection with the handling of baggage, was done by a Yard and Baggage Clerk and at other times this duty was assigned to a Utility Clerk. On January 24, 1948, the position of Baggage Clerk was established and remained until it was cut off on April 23, 1948. The position was again established on February 2, 1949, and remained until cut off on April 10, 1949. In 1950, however, the Baggage Clerk was not put on until March 23 and only remained in existence until April 30 of that year.

OPINION OF BOARD: Petitioners contend in brief that the work of checking baggage at Carrier's West Palm Beach passenger station has been done by clerical employes for years, citing letter of Director of Personnel of December 10, 1951, to the General Chairman relative to the fact that "* * * assistance in handling baggage was rendered by Yard and Baggage Clerk and in some instances by a Utility Clerk." That effective with the 1950-51 season, Carrier did not establish the Baggage Clerk's position. (These positions are seasonable in character by reason of increased traffic during the tourist season of the year.) However, that the record shows that effective during the 1950-51 season, Carrier arranged with certain hotels at this location for their employes, porters, bellhops, etc., to check baggage of guests traveling over Carrier's rails, and to have this work accomplished, Carrier furnished these hotels with blank checks, valuation baggage slip blanks and manifest blanks. That such an arrangement is in direct violation of Scope Rule 1. Citing Award 1314 in support of the position taken, with Awards 5526, 5700, 5100 and other awards.

Respondent in brief states that West Palm Beach is also served by the Florida East Coast Railway and for many years an arrangement has existed whereby this Carrier uses the method here in dispute in the checking of baggage. And that in order to meet this competition, Carrier inaugurated a similar plan with the Breakers Hotel in 1936 and with the Palm Beach Biltmore in 1949. That since the West Palm Beach station was opened some 25 years ago and up until 1936, all station work including the selling of tickets and checking of baggage was performed by employes working under the Telegraphers' Agreement. That beginning February 10, 1936, Carrier began creating winter-season clerical positions to assist the telegraphers, depending entirely upon the capacity of the telegraphers to handle the business in addition to their regular telegraphic duties. That the necessity of establishing a baggage clerk position did not arise by reason of the following facts:

That the method of operation was changed, releasing telegraphers from many duties previously performed, by the installation of a centralized traffic control system, whereby trains are governed by signal indication, under control of and operated by the train dispatcher at Jacksonville, Florida, therefore the work of handling a manual block system was eliminated. That by reason thereof a baggage clerk position would not have been established if hotel employes had not checked baggage because there was no need for the position.

Also, that this Division has no jurisdiction to handle this dispute as the claim, docketed, was not handled on the property, citing the Railway Labor Act, as amended. This by reason of the fact that the instant claim enlarges the original claim to the extent of adding days, claiming punitive rate, claiming compensation for "employes involved in or affected by said violation," and asking for examination of company's records. And citing awards in support of this position, and Kirby v. P.R.R., U. S. District Court, Civil Action No. 9986, Eastern Division of Pa.

It is the opinion of this Division that no useful purpose would be served in going into the procedural handling of this dispute as the facts here presented lead us to a definite conclusion on the merits of the case.

In the method of handling the disputed baggage, the record shows that Carrier's employes at the station have the responsibility of the routine work in handling the same as has always been the practice at this location. See Award 2552 relative to the function of baggage room employes—starts when baggage is delivered or received or when checked at the counter or the platform of the baggage room.

We are of the opinion that claimants have not proved their case on the proposition that an exclusive right to the work in question exists and this being so, they are not entitled to an affirmative award on this record.

Also to extend claimants' rights under this record is not within the purview of the Agreement, and not within the province of this Division of the Board.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and up the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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

We find no violation of the rules of the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 11th day of March, 1954.