

Award No. 16087
Docket No. CL-16335

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Claude S. Woody, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5967) that:

(a) Carrier violated the Agreement at Greensboro, North Carolina, when it failed to call Group 5 Mail and Baggage Handler, George Widemon, to operate Tractor on August 10, 11, 12, 15, 16, 17, 18, 19, and 23, 1964, using instead Group 1 Mail and Baggage Foreman, R. C. Perkins.

(b) Mr. George Widemon shall be compensated at the rate of Tractor Operator for each day listed in claim.

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the Class or Craft of employees in which the claimant in this case holds seniority and the Southern Railway Company.

Mr. George Widemon is carried on the Southern Railway System, Danville Division, Seniority Roster-Group 5 Mail and Baggage Handler, with a seniority date of June 10, 1947. He, at the time of this claim, had been an employee of the Southern Railway Company for more than eighteen years.

Mr. Widemon is an extra Group 5 Mail and Baggage Handler, who is available for extra work when called. On the dates in question he was not offered the work claimed.

Division Chairman, Mr. W. J. Burton, Jr., filed the initial claim in this case on September 23, 1964, Employees' Exhibit A, and stated:

"This will file claim for and on behalf of Mail and Baggage Handler George Widemon, Greensboro, North Carolina, for August 10, 11, 12, 15, 16, 17, 18, 19 and 23, 1964, account of Foreman

"RULE 2.
DEFINITION OF EACH GROUP OF EMPLOYES AS COVERED
BY RESPECTIVE SECTIONS OF SCOPE RULES

(a) (Revised, effective October 1, 1938.) Clerical Workers — Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work, including Depot Ticket Agents and Depot Baggage Agents.

* * * * *

(h) (Effective October 1, 1938.) Office and Station Laborers — Laborers employed in and around offices, stations and warehouses, including freight handlers (baggage and parcel room employees other than those classifying as clerks under these rules), elevator operators, porters, janitors and matrons, performing services of a character which do not require the use of skilled labor."

"RULE 3. EFFECTIVE DATE
(Revised, effective October 1, 1938.)

This agreement becomes effective October 1, 1938, and supersedes and cancels all former agreements but does not, unless rules are specifically changed, alter practices or working conditions established by or under former agreements."

OPINION OF BOARD: Carrier has repeatedly used a Group 1 Mail and Baggage Foreman to perform Group 5 work. The Claimant, a Group 5 employee, argues that these duties are reserved exclusively to Group 5 employees under the Agreement between the parties, dated October 1, 1938, revised June 1, 1952. Rule 1 of the Agreement identifies the various groups, while Rule 2 defines each group.

Carrier argues that the Scope Rule here involved merely identifies the employees and separates the various positions for pay purposes, that the rule does not limit the scope of work performed by Group 1 employees, but affords Carrier the prerogative of having unskilled work performed at a lower rate of pay than that provided for higher skilled employees. Carrier also introduced considerable evidence to show that the acts in question have been practiced on this property for many years.

The Scope Rule involved here has been analyzed and interpreted by the Board in Award No. 7167, a well considered Opinion written by Referee Edward F. Carter. We held in that Opinion, that the rule contemplates the performance of lower rated work by higher rated employees. In the instant case, we have reviewed the entire record, again analyzed the Scope Rule, and find no reason to depart from our previous decision.

The Claimant has failed to establish a valid claim.

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

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 9th day of February 1968.