

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  
(  
(Norfolk and Western Railway Company

PARTIES TO DISPUTE:

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 employees, 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 employees, 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 employees 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 modifications 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 agreement 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 employes 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. Employes 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 Watchmen 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 employes. 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 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

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.