

The Second Division consisted of the regular members and in addition Referee James F. Searce when award was rendered.

Parties to Dispute: (System Federation No. 4, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
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(Baltimore and Ohio Railroad Company

Dispute: Claim of Employes:

1. That under the controlling Agreement, the Carrier improperly combined the jobs of Car Inspector W. Cook on the 3:00 to 11:00 P.M. shift on February 9, 1976 at Glenwood, Pennsylvania with a job that was abolished on February 7, 1976 at Try Street, 3:00 to 11:00 P.M. shift, formerly held by M. A. Fruscello.
2. The Carrier refused to advertise the newly created position and, in addition, would not grant to Claimant Cook the right to exercise his seniority within the Craft for the changing of his assignment, thus violating the controlling Agreement.
3. That accordingly, the Carrier be ordered to advertise the newly created position and that Carman Claimant Cook be made whole by permitting him to displacement or bumping rights for the disturbing of his position at the Glenwood Transportation Yards.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

At close of business February 6, 1976, Carrier effected a reduction in force (from 2 to 1) abolishing a Car Inspector position on the second shift at its Try Street facility, based on its assessment that there was an insufficient amount of work to justify both positions. On February 9, Carrier began transporting a junior second shift Car Inspector from its Glenwood Yard facility to Try Street to assist in tying down trailers at that location -- one of the duties performed by the former Car Inspector --

such work usually being performed on Mondays and Fridays (February 9 was a Monday). Carrier asserts that the trailer tie down function involved two hours per day or a total of four hours per week, including travel to and from the Try Street facility; the Organization disputes this contention. Carrier also contends that it has routinely transported Carmen from one location to another, including Carmen from Try Street to Glenwood Yard, to augment the work force without complaint of the Organization. Claimant was the junior Carman at Glenwood and, as such, was used to perform the trailer tie down at Try Street as needed; however, if he was on a rest day, sick, etc, other employees at Glenwood were dispatched to Try Street to perform such functions, without challenge by the Organization, according to the Carrier. Claimant submitted a grievance on March 22, 1976, claiming he was taken from his regular assigned job to replace the Car Inspector and perform the same duties affected by the February 6 job abolishment action. Contending a violation of Rule 24 (h), Claimant asserted that Carrier has altered the contents of his duties, creating a new job; thus, the Claimant asserts, he is entitled to exercise his seniority to another job. Carrier contends the Claimant was neither displaced or otherwise affected by the job abolishment. Both the Try Street facility and the Glenwood Yard are in the same seniority district, thus the Carrier contends it is entitled to use employees as was done here, to perform a small amount of work. To fortify its claim that no new job was created, the Carrier points out that an actual reduction in employees occurred on this shift. Claimant began and ended his assignment at the same location.

Specific questions before this Board are: Did the actions of the Carrier have the effect of creating a new job? Was the Carrier authorized to assign such work within the seniority district? Did the regularity of the trailer tie down assignment of the Claimant at Try Street entail a change in his job?

We did not find the case made that a new job has been created. The duties at the Try Street facility performed by the Claimant were within the appropriate seniority district and, while assigned to the Claimant at times, such duties were apparently performed by other employees at other times. It fell to the Claimant as the junior Car Inspector at the Glenwood Yard and was a duty to be performed as a result of a reorganization of work within the seniority district. Award 3337 would appear to go to this point very well:

"... The bulletined location of a position does not delimit the geographical area within the seniority district where service is to be performed. Awards 3144, 3208. Thus carrier was permitted to assign work in the West Yard to Claimant Dutton in the instant situations. When work subsequently arose at Claimant's headquarters point, there was no contract bar to assigning a car inspector with headquarters at another point in the same seniority district to do with work. ..."

Award 3144 cited above also states:

"The only service boundaries established by the agreement are the seniority districts, so, it makes no difference whether the specification involved appears on the bulletin or not, the employe can be required to perform service within this seniority district as needed."

Noting that the Claimant, in whose name this action was brought, has exercised his seniority rights elsewhere and the Carrier may have had a pre-emptive basis for claiming the case as moot, we nonetheless, dispose of this matter as above.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of June, 1978.