

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24057
Docket Number CL-24289

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: { (Brotherhood of Railway, Airline and Steamship Clerks,
{ Freight Handlers, Express and Station **Employees**
{ (The **Baltimore** and Ohio Railroad Company

STATEMENT OF CLAIM: **Claim** of the System Committee of the Brotherhood
(GL-9501) that:

(1) Carrier **violated** the **Agreement** between the Parties when, on July 17, 1979, it assigned Clerk-Typist position **C-328, Elkins**, West Virginia, to a junior employee (Miss **S. L. McIntyre**) thereby excluding senior employee **Mr. J. A. Jones**, (hereinafter referred to as Claimant) who submitted a bid for the position in accordance with said Agreement, and

(2) As a result of such **impropriety**, Carrier shall be required to assign Claimant J. A. Jones to Clerk-Typist position **C-328, Elkins**, West Virginia, as of July 17, 1979, and compensate him eight (8) hours' pay (\$65.36) per day commencing **July 17, 1979**, and continuing each and all subsequent work days until **the violation is** corrected.

OPINION OF BOARD: **This** is a dispute **in** which Carrier bulletined a Clerk-Typist position at **Elkins**, West Virginia, and awarded the position to a clerical employee who was junior to the Claimant. **Carrier** declined to award the bulletined position to **Claimant** for the reason **that** he had failed **two** (2) **separate** typing tests.

We need not linger long on the issues of fitness and ability or the relative merits of **individual** testing of **employees** seeking assignment to bulletined positions. Both of these issues have been repeatedly resolved by this and other Boards of **Adjustment**. (Award No. 90-SBA192, 3rd Division Award Nos. 15002, 21710, 21773 among others). In this case **Claimant** had two tests given just **two** weeks apart and he failed both even after his Supervisors had urged him to **prepare for** the tests. Such tests are mechanical and are a **simple method** of determining the number of words per minute an employee can type. They are neither unreasonable nor beyond the right of Carrier to employ.

There is no evidence in the record of this case to support Petitioner's allegations of a violation of Rule 30 or any other Rule of the **Agreement**. The claim must be denied.

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.

A W A R D

Claim denied.

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

ATTEST: Acting **Executive** Secretary
National **Railroad** Adjustment **Board**

By *Rosemarie Brasch*
Rosemarie Brasch - Administrative Assistant

Dated at **Chicago, Illinois**, this 14th day of December 1982.

