

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22678

Docket Number CL-22555

James F. Searce, Referee

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
(GL-8565) that:

(1) The Carrier violated the Agreement between the parties when, effective February 21, 1976, it refused Operator G. R. Baker, incumbent third trick RX Office, Willard, Ohio, displacement rights onto a first-trick position, such displacement rights having been acquired because of Carrier's unilateral addition of clerical duties to the assigned duties of the third-trick Operator position RX Office, Willard, Ohio, thereby creating a new position.

(2) Carrier shall, as a result thereof, be required to compensate Mr. G. R. Baker eight (8) hours' pay at time and one-half for February 21, 1976, and continuing each work day until this violation is corrected, subject to all general wage increases.

OPINION OF BOARD: The impetus for this dispute can be traced back to 1973 and the merger of the Telegraphers into the Organization. Over the years that followed the merger, certain positions were abolished, realigned and/or re-bid. In 1976, the Carrier assigned to Operators at its towers, the duty to observe and read into a dictaphone numbers off passing trains, such work being limited to two or so trains per shift. Per the Carrier, such work required 5-10 minutes.

The Claimant herein requested that he be allowed to bid off his assignment - on third trick - to an operator position on first trick due to the Carrier having altered his assignment. It was noted that the first trick operator also had been assigned duties of providing train data via dictaphone.

We find no evidence to support the claim that the Carrier, by its actions, created a "new assignment" and was thus required to bid it or that the incumbent of such position was therefore entitled to displace from it to any other position which his seniority would allow. It is unrefuted that the work assigned to the Claimant was within the Clerk craft. Nothing has been adduced to suggest that the Carrier cannot assign duties within the craft, particularly where so doing does not exert undue burden upon the incumbent involved. We also note that a similar situation was addressed in Award 16927 with a similar conclusion reached as herein.

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 Employee involved in this dispute are respectively Carrier and Employee 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 is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A.W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of December 1979.