

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23551
Docket Number CL-23704

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: { Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
{ The Railroad Perishable Inspection Agency

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9270) that:

1. Agency violated the Rules Agreement, especially Rules 1 and 13 and various others when it abolished the position of Stenographer at Grand Rapids, Michigan, and had work done by other employees, Inspectors and Supervisors.

2. The Company shall now be required to reinstate Ms. Betty Siegel with all rights unimpaired and repay her all monies due at a rate of \$1,182.74 per month, including 18% interest each and every month from December 29, 1978 and continuing until this dispute is settled.

OPINION OF BOARD: Claimant Betty Siegel was employed by Carrier as a Stenographer and was assigned as such at Grand Rapids, Michigan. By notice dated December 21, 1978, she was notified that her position was abolished "effective close of business December 29, 1978." Claimant had sufficient seniority to permit her to displace a Stenographer in a position at Detroit, Michigan. She elected, however, to take furlough at Grand Rapids.

The claim that is the subject of this dispute alleges that Carrier violated Rules No. 1 (Scope) and 13(b) (Rates of Pay) when it abolished Claimant's position at Grand Rapids and assigned the remaining duties to other employees.

Numerous awards of this Board have held that Carrier has the prerogative to determine when, where, and by whom work will be performed. Unless prohibited by the negotiated agreements, it has the right to rearrange existing work assignments, including the abolishment of unneeded positions.

In this dispute, we have not been directed to any rule or agreement that restricts this Carrier from taking the action it did. Neither have we been provided with any probative evidence that any work properly assignable to an employee covered by the applicable scope rule has been assigned to anyone not covered by the scope rule.

In short, we cannot find in this record any evidence of a violation of any rule of the agreement. This claim must be, and is, 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 - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March 1982.

