

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13464

Docket No. 13367

99-2-98-2-56

The Second Division consisted of the regular members and in addition Referee Robert L. Hicks when award was rendered.

(Brotherhood Railway Carmen, Division of Transportation
(Communications International Union

PARTIES TO DISPUTE: (

(The Springfield Terminal Railway Company

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

1. That the Springfield Terminal Railway Company violated the terms of our current agreement, in particular Rule 12 when they failed to recognize the qualifications and seniority of Carman Nicholas J. Cremonese.
2. That accordingly, the Springfield Terminal Railway Company be ordered to allow Carman Nicholas J. Cremonese his right to the bid position that he requested, applied for and was qualified in accordance with the rules set forth in our collective agreement.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Carrier had a need for a painter in its Waterville Shops. It posted the vacancy on March 17, 1997, with bids accepted to March 24, 1997. On the job bulletin, it required of an applicant as follows:

“JOB DESCRIPTION: CARMAN (PAINTER)-----Applicants must possess a high level of mechanical aptitude, ability, qualifications, training and experience to inspect, repair and maintain freight and passenger rail cars and facilities in accordance with all applicable federal and state regulations and company policies, in addition to all other duties that may be assigned.”

It also added to the prerequisite, experience of a thorough knowledge of cars and car repairs, but because it was a painter, the additional requirements of:

“ . . . Applicants must be qualified painters with experience in grinding, general sanding, operating, servicing, janitorial, clerical and all other railroader functions that may be required as assigned. Applicants must pass a pulmonary function test”

Claimant bid on the assignment and listed his qualifications as:

“ . . . 15 years auto body and painting experience, experience in dupont paint mixing method - all types of Fiberglass repair - experienced Carman qualified to inspect and repair, maintain Freight Cars”

Claimant's application was rejected because he was unable to or did not furnish documentation supporting his listed qualifications.

The Carrier then closed the bulletin with the announcement that “No qualified applicants received.” The Carrier then abolished the position and advertised for an outsider. The advertisement stated the applicant:

“ . . . Must have experience on Airless Paint System. Must have documentation and references”

The Carrier again bulletined the assignment, Claimant again bid with the Carrier ignoring Claimant's bid and assigning the new hiree who only had to establish he was experienced in the airless paint system. Whether he was able to document his "mechanical aptitude" to repair, inspect and maintain freight and passenger cars has not been mentioned. Certainly, the help wanted ad had no such requirement.

In Carrier's last on-property response, they stated that one of the qualifications was experience in the use of an airless paint system. This is the first time this argument has been advanced by the Carrier. Experience in an airless paint system was never mentioned in either bulletin advertising the position.

Regardless, Claimant is to be assigned to the position. He is to be afforded the cooperation of supervisors and trainers during the 20 working day break-in period. No compensation was sought in this matter and none is awarded.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 28th day of September 1999.