

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13465
Docket No. 13368
99-2-98-2-60**

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 Rules 8 and 12 when they arbitrarily placed an unnecessary requirement on bulletin positions at East Deerfield and Lowell, MA. Thereby, denying Carman Henry J. Satrowsky his right to bid on one of these positions.**

- 2. That accordingly, the Springfield Terminal Railway Company be ordered to remove the unnecessary requirement on these bid positions allowing Carman Henry J. Satrowsky his seniority rights provided by these rules.”**

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, has argued that at no time during the handling of the dispute on the property, did the Organization allege a violation of Rule 8. When this Board reviewed the on-property handling, it confirms the Carrier's argument. The following decision will be based solely upon Rule 12, as argued on the property.

Rule 12.2 reads:

“ . . . Bulletins will specify location of positions, hours of service, special qualifications required, rest days, and closing date and time of bulletin” (Emphasis added)

With the aforequoted underscored portion of Rule 12.2, it is clear to this Board that both parties had an understanding that certain Carmen positions would require an expertise above or beyond the expected “mechanical aptitude . . . to inspect, repair and maintain freight . . . cars” contained in the two bulletins attached to the Organization's submission. The Board also notes that between the date of the bulletins and the date this grievance was filed, there was a lapse of some 14 months.

Furthermore, there is no evidence whatsoever that the Claimant bid on one of the bulletined positions but was not appointed because of his lack of a Class A CDL, nor is there any evidence that Claimant attempted to displace on the position that required a Class A CDL and was denied because of a lack of a proper license. Claimant's lack of the license is unrefuted.

To this Board, it is clear that the parties have recognized and have so written into their contract that certain Carmen positions will require special qualifications. When challenged, the Carrier must have a valid reason for setting the qualification, and has that right subject to dispute by the Organization.

It is true no truck is assigned at either point that requires a Class A CDL, but Carrier does have such a vehicle and it moves from one yard to the other depending upon Carrier's needs at the time. To require one position at either point to be properly licensed to drive such a vehicle is only sound business.

The Carrier is not in violation of the contract.

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AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

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

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