

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That the Burlington Northern, Inc. improperly placed an entry of censure on the personal record of T. L. Brumell, Car Person, Havelock Shop, Lincoln, Nebraska, disqualifying her from part of her duties as a painter; that of painting the interior of airslide cars, as a result of formal investigation held on July 3, 1978.
2. That the Burlington Northern, Inc. be ordered to remove the entry of censure from the aforesaid employee's personal record and return that portion of her painting duties of which she was disqualified from.

Findings:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

Claimant T. L. Brumell is a car person in carrier's Havelock Shop in Lincoln, Nebraska. She was disqualified from part of her duties as a painter, that of painting the interior of air slide cars. The organization alleges that this disqualification was improper and that carrier never gave claimant any help to qualify her to paint these cars. Rule 13(g) requires that carrier give aid to qualify employees. Carrier takes the position that it allowed claimant more than the required limit of 30 days to qualify. She could not qualify and thus was taken off the job.

The rule at issue reads as follows:

"Rule 13 (g)

(g) Employees will be given cooperation by the carrier in qualifying for positions secured in the exercise of seniority. When new jobs are created or permanent vacancies occur in the respective crafts, the senior employee applying shall be given preference in filling such new jobs and permanent

"vacancies. In the event such employee is not disqualified within thirty (30) days because of incompetency, he shall be considered qualified for such position."

The record of this case reveals that claimant properly bid and was awarded the job of painting the interiors of air slide cars on the 4 to 12 shift. It also reveals that the task of properly painting these cars under artificial light as is required on the 4 to 12 shift is very difficult. The record states that only two of about 18 painters at the Havelock Shop could properly paint the interior of an air slide car. It also reveals that carrier did not give claimant any training or instruction on how to perform properly the very difficult task of painting the interior of these special cars.

Rule 13(g) clearly implies that carrier will work with an employee in order to help him or her qualify for a bid job that has been awarded. In the instant case, the record is barren of any probative evidence to indicate that carrier supervisory personnel instructed claimant in the proper methods to be used in painting the inside of these cars.

It is the opinion of this Board that carrier did not do all it could to help claimant qualify for the job in question. It is also the opinion of this Board that claimant should receive another chance, if she chooses to accept it, to qualify as a painter of the interiors of air slide cars. Carrier is therefore directed to give claimant another chance to obtain the job if it again comes up for bid and to give her 30 days to qualify, with the understanding that carrier gives claimant the proper instruction in how to achieve the standards of painting required by carrier and the government.

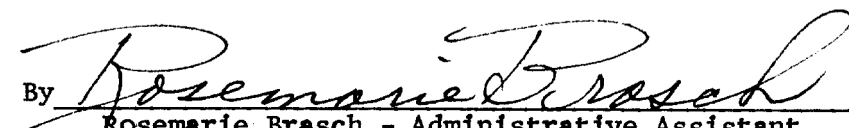
A W A R D

The claim is sustained per findings of the Board.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 30th day of September, 1981.