

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

(Brotherhood Railway Carmen of the United States  
( and Canada

Parties to Dispute: (   
(Norfolk and Western Railway Company

Dispute: Claim of Employees:

1. That the Norfolk & Western Railway company violated the controlling Agreement when Carrier would not allow Carman R. A. Antalek to work his regularly assigned position as car inspector at the West End of the Eastbound Train Yard, Bellevue, Ohio on March 19, 21, 22, 28, 29, April 5, 8, 9, 10, 11, 12, 15, 16, 18, 19, 22, 23, 24, 25, 26, 29, 30, May 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, June 3, 4, 5, 6, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, July 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, August 1, 2, 1981.

2. That the Norfolk & Western Railway Company be ordered to compensate Carman R. A. Antalek eight (8) hours at the straight time rate of pay for March 19, 21, 22, 28, 29, April 5, 8, 9, 10, 11, 12, 15, 16, 18, 19, 22, 23, 24, 25, 26, 29, 30, May 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, June 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, July 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, August 1, 2, 1981.

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 employees 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 occupied a position of Car Inspector at the Carrier's Bellevue, Ohio terminal facility. Carrier documented its contention that over a period of time, Claimant demonstrated an increasing inability to cope with the decision making required by the position, that Carrier gave adequate notice to the effect. Claimant's inability to make expeditious decisions was causing significant delays to trains and working a hardship on Supervision and his fellow employees. Effective March 19, Carrier increasingly assigned Claimant to other duties which did not require fast decision making but were within the scope of the Agreement and at no loss in pay. Claimant was eventually disqualified from the position.

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Award No. 10661  
Docket No. 9952  
2-N&W-CM-'85

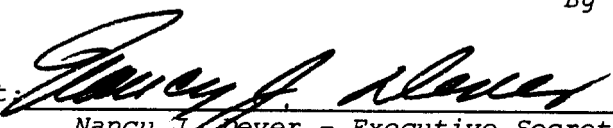
The Organization claims violation of Rules 16 (Bulletin New Jobs and Vacancies), 29 (Seniority), and 32 (Grievances). The Claim is for monetary damages. There were none. In the Board's view the record indicates that the Carrier's actions may be characterized as being appropriately prudent and a humane series of steps which ultimately led to the disqualification of the Claimant. All work performed was within the scope of the Agreement and no Claim is made that others were denied work. Consequently, the Board finds no violation of the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1985.