

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12396
Docket No. 12389
92-2-91-2-225

The Second Division consisted of the regular members and in addition Referee Kay McMurray when award was rendered.

(Brotherhood Railway Carmen/Division of TCU
PARTIES TO DISPUTE: (
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM:

1. That the Atchison, Topeka & Santa Fe Railway Company violated the controlling Agreement, specifically Rule 10, by its failure to call Carman R. Biggerstaff from the overtime list to operate the Pettibone Crane and work the derailment in the yards at Barstow, California on July 22, 1990.

2. That accordingly, the Atchison, Topeka & Santa Fe Railway Company be ordered to additionally compensate Carman R. Biggerstaff in the amount of forty-nine dollars and fifty-six cents (\$49.56) for the violation that occurred on July 22, 1990.

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 employes 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.

The Claimant at the time the incident which gives rise to this claim occurred was assigned as a carman by the Carrier at its Barstow, California shop. On July 22, 1990 the Carrier called another carman, who was not on the overtime board, to operate the Pettibone Crane to work a derailment in the Barstow Yards. The Organization points out that the Claimant was the low man on the overtime board and should have been called to perform the work. Rule 10(b) of the controlling Agreement reads:

"Overtime will be distributed equally among the employees, who are fully qualified to handle the work, of each shift by crafts."

The Carrier concedes that the Claimant was the proper employee to have been called for the overtime work under normal circumstances. However, it points out that the work to be performed consisted of the operation of the 18 ton Pettibone Crane in conjunction with another crane for the purpose of picking up derailed cars. The cranes would be operated at full capacity while groundmen would be working on and around the cars being lifted. The Claimant's experience had been limited to normal non-derailment situations and under the circumstances the Carrier determined that he was not fully qualified to perform the work as required by the applicable Rule 10(b).

The Organization admits that it cannot dispute the Carrier's claim that Claimant had not operated the crane in a derailment environment but believes, based on past practices, that the qualifications are not very severe and persons on the overtime board are qualified.

This Board cannot substitute its judgment for that of the Carrier in determining qualifications to perform work assignments. It should be noted that the Rule itself requires that the employee be fully qualified. The record does not establish that the Claimant was so qualified. Based on the foregoing and the entire record, we find that the Agreement was not violated.

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 22nd day of July 1992.