

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13346

Docket No. 13187

98-2-96-2-94

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

(International Association of Machinists and
(Aerospace Workers
PARTIES TO DISPUTE: (
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM:

“(1.) That the Atchison, Topeka and Santa Fe Railway Company (hereinafter referred to as the ‘Carrier’) violated Rule 44 and 117 of the Controlling Agreement, Form 2641-Std., as amended, between the Atchison, Topeka and Santa Fe Railway Company and its Employees represented by the International Association of Machinists and Aerospace Workers (hereinafter referred to as the ‘Organization’) when it wrongfully and unjustly denied Topeka, Kansas Machinist Robert J. Renyer (hereinafter referred to as the ‘Claimant’) the opportunity to exercise his seniority on a position that he properly requested.

(2.) Accordingly, we request that the Claimant be granted the position he requested and that he be paid the difference in pay between the positions he has held in the interim period and the position he was improperly denied, if any.”

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 significant events leading to this claim arose on or about June 1, 1995 when the Claimant advised Carrier officials of his desire to displace a junior employee who held a Lead Machinist position. The Claimant and his Organization representative met to discuss whether the Claimant was qualified to perform this position. The record shows that the parties agreed that the Claimant lacked the necessary computer qualifications. Accordingly, the Carrier provided the Claimant the computer hardware and software for training purposes on his own time.

On July 7, 1995, the Claimant's position was abolished and the Claimant advised the Carrier that he chose to displace the Lead Machinist. The Carrier denied the appeal on August 17, 1995 stating, in pertinent part, as follows:

"On two occasions, June 1, and July 5, meetings were held with Mr. Renyer to discuss with him whether or not he possessed the skills required of this position. Both times Mr. Renyer agreed that he could not handle all the duties required of this position, but stated that he could become qualified with some on the job training.

I do not agree with you that qualification is unnecessary when exercising seniority. Qualification has historically been a consideration in the seniority exercise process. In fact, Item 3 of Side Letter #16 to the July 31, 1992, National Agreement constitutes evidence of the industry-wide acceptance of the qualification concept.

Further evidence of your and Mr. Renyer's acceptance of the need to be qualified lies in the fact that Mr. Renyer agreed to try to become qualified by utilizing the Carrier provided equipment and materials. Why

did Mr. Renyer quit this training? Did he feel that he was unable to learn the skills needed and therefore decided to file a claim? There was no discrimination involved; this is certainly not the first time an employee on the Santa Fe was required to demonstrate qualifications in order to accepted onto a position.

As you are aware, the position involved requires skills in IMS and TSO main frame systems, PC software programs using Microsoft Word, WordPerfect, Harvard Graphics and Page Maker; capable of developing and maintaining M-1003 Quality Assurance Audits, and conducting pre and post audit conferences, speak publicly, and lead and direct meetings. Mr. Renyer simply has not demonstrated an ability to perform these skills to a level needed on this position. If Mr. Renyer desires, we will continue to provide the tools, equipment and personnel for him to train for this position, on his own time.”

Following further efforts on the property, the claim was again denied leading to its Submission to this Board. Certain procedural arguments have been raised by the Carrier. However, the Board concludes that this matter is best resolved on the facts.

With respect to the merits, the position which the Claimant seeks includes the payment of a skill differential pursuant to the July 31, 1992 National Agreement. It requires that an employee must be qualified. On-the-job training is not an Agreement entitlement. Accordingly, the question before us is whether the Claimant was qualified to perform the work of Lead Machinist. The record clearly shows that, while the Carrier was not required to do so, it made efforts to assist the Claimant to gain the skills necessary for this position on his own time. The record also shows, in great specificity, what qualifications the Claimant lacked. The Claimant has not provided evidence to the contrary. Accordingly, we find no violation of the Agreement.

AWARD

Claim denied.

Form 1
Page 4

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Docket No. 13187
98-2-96-2-94

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 24th day of November 1998.