

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (System Federation No. 109, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Consolidated Rail Corporation

Dispute: Claim of Employee:

- (a) That under the current agreement, the Consolidated Rail Corporation damaged Car Repairer, John V. Stefciak, Reading Car Shop, Reading, Pennsylvania, when it disqualified him in the Reading Car Shop by not awarding him bulletined position No. 37, Car Repairer Leader in the Fabricating Department.
- (b) That accordingly the Carrier be ordered to compensate Car Repairer John V. Stefciak for the difference in the hourly rate of \$.06 per hour from the date of July 1, 1975, until given the opportunity to qualify for the position of Car Repairer Leader, plus 1-1/2% interest per month from date of original claim.

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 waived right of appearance at hearing thereon.

Claimant had a seniority date of 11/5/62 and was working as a Car Repairer on June 25, 1975. On June 24, 1975 a Bulletin was posted which read:

"There is a vacancy in Freight Car Fabricating Shop, Reading Car Shop, as Car Repairer Leader, in place of W. Monyer retired, read prints and layout."

Claimant bid on the position and so did another Car Repairer, Mr. L. Triviets who had a seniority date of 12/14/66. Triviets was awarded the position. Rule 18 provides in pertinent part:

"Rule 18 - BULLETINS AND ASSIGNMENTS

When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or vacancies as may be desirable to them...."

Petitioner argues that Claimant had a demand right to a trial on the bulletined position by virtue of his seniority. It is urged that Claimant, who not only had worked since 1962 as a Car Repairer Helper, Car Repairer Welder and Flanger had also served for four years as an Assistant Foreman. The Organization states that he was fully qualified to perform the work of Car Repairer Leader. It is concluded by Petitioner that Carrier failed to give the Claimant a fair trial as provided for under the Rule in order to determine his ability to perform the required work.

Carrier takes the position that it was generally known that Claimant was unable to read blue prints or layout work in the fabricating shop. Further, it is argued that Claimant's experience as an Assistant Foreman was not relevant to the requirements of the position in question since he had been assigned as Assistant Foreman to the work of dismantling freight cars which did not require reading of prints or layout. Carrier asserts that the provisions of Rule 18 presupposes that the applicant possesses the basic requirements for the position being bid. Carrier insists that nothing in Rule 18 requires the mandatory awarding of the position of Car Repairer Leader to Claimant merely because of his Seniority; Carrier was not required to perform an absurd act.

It is significant to note that at no point in the handling of this dispute did Petitioner allege that Claimant could read blue prints or layouts. The basic question at issue is whether Claimant did indeed have a "demand" right to a trial on the position by virtue of his seniority, this despite Carrier assertion that he did not possess basic skills requisite for the position. The cases involving fitness and ability cited by both parties in defense of their positions are not directly relevant since the rules at issue in those cases were substantially different than Rule 18 herein.

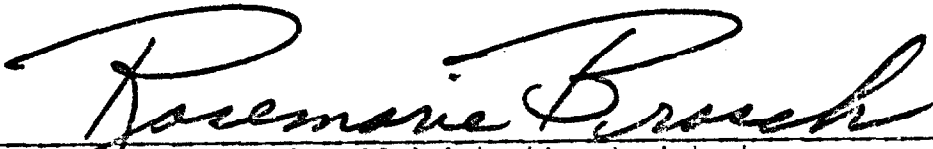
We cannot accept the hypothesis that Rule 18 requires the awarding of a position in all instances based simply on seniority. The term ".... if sufficient ability is shown by trial" does not signify on-the-job training to acquire the necessary basic skills. It is our judgment that the Rule contains the presumption that the applicant possesses at least the basic skills in order to be awarded the position on a trial basis due to seniority. To construe the rule differently would lead to absurd and unreasonable results. In this dispute Petitioner never asserted, much less presented evidence, to establish that Claimant had the basic skills to read blue prints and layouts. Under the circumstances, the Claim must be denied.

A W A R D

Claim denied.

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 21st day of February, 1979.