

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That under the controlling agreement the below-named Machinists were improperly denied exercise of seniority rights upon being furloughed by the Carrier, which refused to allow them to displace junior Machinists in other Machinists' positions:

C. E. Morse
M. W. Kartell
A. M. Lewis
J. J. Hogberg
M. A. Smith
J. C. Corder
T. W. Jones
J. M. Baity
R. L. Lynch
M. McCreight
J. Bras
K. B. McCannon
W. D. Nelson
D. J. Klesner
J. M. Garrett
L. J. Reed
J. R. Wasson Jr.

2. That the Carrier be ordered to permit the above-named Machinists to complete their attempted displacements of junior Machinists and to compensate them for all time (including overtime) and benefits lost up to the date on which the claiming Machinists' displacements are effective.

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.

On August 18, 1982, the Carrier made a sizeable reduction in force at its West Burlington shop which included the eighteen Claimants herein involved. Under Rule 22(g) of the Controlling Agreement in the exercise of seniority, affected employees may displace a junior employee "... whose position he is qualified to fill." The Claimants, all journeymen machinists, attempted to exercise their seniority and displace a junior machinist (roadway equipment machinist) in the Carrier's Engineering Department. This department was within the Claimants' seniority district. The Carrier refused their bumps on the basis the Claimants were not qualified to fill the position involved.

Essentially, the Organization argues that because the claimants possess work records as competent journeymen machinists, they must be presumed to be qualified to perform machinists' duties. It further contends the attempted displacements did not constitute promotions or otherwise anticipate work not normally performed by journeymen machinists.

The Carrier in the on-property handling indicated to the Organization that there are several criteria which an applicant for roadway equipment machinist in the Engineering Department must meet in order to qualify. Five such cited criteria are:

1. The applicant must be familiar with the operation of Maintenance of Way equipment and have the knowledge and skills needed to repair, maintain and adjust that equipment;
2. he must have good working knowledge of, and the ability to repair and maintain both the gas and diesel engines used on the Maintenance of Way equipment;
3. he must be able to read and understand electrical, hydraulic and pneumatic schematics and prints;
4. he must have the knowledge and skill to diagnose and trouble-shoot mechanical, electrical, pneumatic and hydraulic problems on Maintenance of Way equipment; and
5. he must be able to do a good job of electric and oxy-acetelene welding and cutting.

The record disclosed that all the Claimants were Mechanical Department machinists with substantial experience in the repair and maintenance of diesel locomotives.

This Board views the issue at hand to substantially turn on the evidence of record. We recognize the Organization does not agree with how information was solicited of the Claimants by Carrier representatives. Nevertheless, we find no evidence in this record to support the Organization's claim that all eighteen Claimants were qualified to displace junior roadway equipment machinists. The Carrier did present the Claimants with the opportunity of demonstrating their qualifications. With but one exception, all relied upon the fact they were journeymen machinists and, accordingly, entitled to displace.

As utilized in Rule 22(g), the word qualified does not equate to meeting fitness and ability in order to qualify for a position necessitating further training. The term "qualified to fill" relates to the displacing machinists' present qualifications to fill and perform the duties of the position in question. The Carrier's criteria for roadway equipment machinists has not been rebutted nor does the record contain any evidence the refusal to accommodate the Claimants' bumps to have been capricious or arbitrary. The burden of proof requires the Organization and Claimants to present pertinent information dealing with the qualifications of those involved at the time of displacement. In the face of the language of Rule 22(g), simply asserting one is a journeyman machinist fails to persuade this Board that the claim is meritorious.

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 5th day of June, 1985