

The Second Division consisted of the regular members and in addition Referee Leonard K. Hall when award was rendered.

Parties to Dispute: (International Association of Machinists and
(Aerospace Workers
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. To clear the record of Machinist T. J. McElwee and return him to his position of WS210M without fear of reprimand, reprisal or harassment. This is due to Carrier's violation of Rule 13(a) and (d), Rule 21(a) and Rule 51 of the Controlling Agreement effective June 1, 1960, as amended.

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 Machinist had been on a position that was abolished and on February 3, 1983 exercised his seniority to a second shift job WS210M, Hegen-scheidt automatic car wheel tread lathe.

The job was located in the Carrier's system wheel shop at North Little Rock, Arkansas.

The wheel tread lathe was first placed in operation in February 1982. February 3, 1983 being the first opportunity the Claimant had to operate the lathe, although it is indicated that he had operated others, an experienced operator was assigned to work with the Claimant to teach him the job. The experienced operator was with him the first five work days. The work days of the job were Monday through Friday, 3:00 PM to 11:00 PM. The Claimant was on this job fifteen days.

The Carrier states that after 15 days the Claimant was disqualified and on March 1 was so notified and removed from the job. It is reported that he failed to produce the quantity of wheel sets to meet the service requirements of the Carrier.

If we can reach it, the initial question is whether the Carrier had the right under the Agreement to remove the Claimant from the job before expiration of the 30 day period referred to in Rule 13(d) which reads:

"(d) An employe exercising his seniority rights under this rule will do so without expense to the railroad; if after a fair trial of not to exceed thirty (30) days he fails to qualify for the new position, he may return to his former position."

It has to be assumed that the Carrier had before it an adequate body of data on which to base its judgment; at least that is indicated in its presentation to this Board. The tabulation contained in its Submission shows that during the fifteen day work period the first shift operator turned out 406 sets of wheels and that the Claimant on the second shift turned out 333 sets of wheels. There were 120 hours of full eight hours per day of production time during that period. On the first shift 112.4 hours were in production compared with 106.5 hours on the Claimant's shift. The differences in production time being lost as the Carrier explained was due to machine maintenance and lack of experience by the Claimant on the second shift.

Reduced to averages, the first shift production was 3.6 wheel sets per hour and the second shift 3.12 wheel sets per hour.

When the production was eight full hours on each shift, thirty wheel sets were turned out on the first shift on the fourth last day of the 15 day period and twenty-two on the Claimant's second shift; nine fewer on the second shift on the second last day and nine fewer on the second shift on the last day when the first shift worked 7.5 hours and the second shift worked 8 hours.

Inherent in the employer-employee relationship is the Carrier's right to set reasonable standards and to deprive those employees of the job when such standards are not met. However, the employer has the responsibility to state its standards in specific terms, which may, of course, be changed to meet changed conditions, so the employe knows clearly the standards he must meet.

The Claimant was notified that he ... "failed to produce the quantity required to meet service needs of the company as his peers have and continue to produce." The essence of that theme was threaded throughout the Carrier's defense of the claim.

The specifics of the production and the production time were not, in any way we can find in the handling of the claim on the property, presented in support of the Carrier's position. The record is barren in that regard. The records presented at this level posthaste come too late to be effectively considered.

Essentially, the Organization's position is that:

- A. The Claimant served his apprenticeship and should not have been disqualified...inasmuch he was trained by the Carrier.
- B. In the event he did not receive a sufficient amount of training, then, of course, it is the Carrier's obligation to do so at this time.
- C. High flange wheels directed to the second shift slow production.

A and B: As relates to the apprenticeship agreement, it is sufficient to note that the Claimant obviously received the required cooperation and training called for under that agreement, for he became a journeyman machinist and had been employed as such at least since July 1978. The pertinency of the apprenticeship agreement and his training thereunder to the subject of the claim has not been demonstrated.

C: The numbers of high flange wheels directed to the Claimant on his second shift job and the extent of work required on them has not been presented to prove that contention.

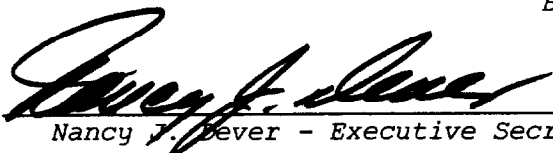
The appeal and the respective positions of the parties are fraught with imperfections. The claim will be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1985