Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 11397
SECOND DIVISION Docket No. 11027
88-2-85-2-136

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties at Dispute: (International Brotherhood of Electrical Workers
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(Consolidated Rail Corporation (Conrail)

Dispute: Claim of Employes:

1. That under the current Agreement, the Consolidated Rail Corporation (Conrail) unjustly denied Selkirk, N.Y. Electrician Gerald Dare the opportunity to exercise his seniority rights to obtain a position in the B&B (M of F) Department, March 9, 1984.

2. That accordingly, the Consolidated Rail Corporation be ordered to allow Electrician Gerald Dare to exercise his seniority rights in the B&B (M of F) Department, and to restore to him all pay at the applicable Electrician's rate and all benefits, from March 9, 1984 and each day thereafter until the Carrier allows him the right to exercise his seniority in the B&B (M of F) Department and he actually commences work; that would normally have accrued to him had he been working in such period, in order to make him whole.

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 basic facts in this case are set forth as follows:

On March 9, 1984, Claimant was bumped as an Electrician on the caboose track at Selkirk, New York and accordingly promptly moved to exercise his seniority to displacement into the B&B Department. Since he had never qualified as a B&B Electrician, he was given a brief oral examination by the Assistant Supervisor and found unqualified for the position. Specifically, he conceded that he lacked knowledge of high-tension voltage and also experience with snow melters.

It is the Organization's position that said position denial violated Rule 2-A-1(a) of the controlling Agreement, since Claimant should have been afforded the opportunity to demonstrate sufficient ability consistent with the contemplated intent of Rule 2-A-1(a). In essence, it argues that his many years of experience in both the Car and Locomotive Departments certainly shows that he would quickly adapt to the requirements of the position.

Rule 2-A-1(a) reads:

"RULE NO. 2--SELECTION OF POSITIONS

2-A-1. (a) When new positions are created or vacancies occur, the senior employees in the seniority district in which the position is advertised shall, if sufficient ability is shown by trial, be given preference in filling such new positions or vacancies that may be desirable to them. Where a position involves air brake work, welding, reflectoscope, high voltage work, magnaflux, radiograph, a nonwritten examination or test may be required as a prerequisite to assignment to the position of an employee who has not previously been qualified on such work by performance or otherwise; an employee bidding for or seeking to displace on such a position shall upon request be promptly given an opportunity to take such examination or test."

In rebuttal, Carrier maintains that he was patently unqualified, since he admitted that he had no experience with high-tension voltage or with snow melters. It also asserts that work in these areas is required for the position. It points out that it had the right to determine Claimant's qualifications, where the position involved high-tension voltage and thus its denial was consistent with Rule 2-A-1(a).

In further response to the Organization's contention that the Assistant Supervisor's questions were not reflective of an oral examination, Carrier contends that Claimant's answers unmistakably showed that he lacked experience with high-tension voltage and by definition could not perform the job. It avers that the Assistant Supervisor exercised prudent managerial discretion.

In considering this grievance, the Board concurs with Carrier's position. To be sure, Rule 2-A-1(a) provides an opportunity for a presumptively qualified application to show that he is capable of performing the requirements of a sought-after position, but an added qualifying evaluative step might be required, if the employee has not previously been qualified in such work. This step is a non-written examination or test. In the case herein, there is no dispute that Claimant admitted he had no experience with high-tension voltage and also no dispute that he lacked experience with snow melters. He conceded both points.

Of course, it could be argued that the Acting Supervisor's questions were not indicative of an evaluation process, but Claimant's admissions clearly demonstrated that he was unqualified for the position. It would have been futile by extension to administer a substantively detailed test, where the applicant lacked knowledge and experience in a particular specialized area. The long second sentence of Rule 2-A-1(a) presupposes some knowledge of the subject field. The record does not show that Claimant possessed even some measurable quantum of such knowledge.

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 6th day of January 1988.