

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISIONAward No. 12987  
Docket No. 12824  
96-2-93-2-188

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

PARTIES TO DISPUTE: (International Brotherhood of Electrical  
( Workers  
(  
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

"Continuous claim and grievance on behalf of Electrician T. Alexander account unjustly disqualified from position of "A" Grade Electrician at Anderson, Indiana about February 21, 1992 by the Consolidated Rail Corporation; as set out in a letter dated April 6, 1992 to Division Engineer W. B. Kerchof from IBEW Local Chairman G. R. Jackson and which was made the 'Subject' of the Joint Submission in this case identified as Case No. 802 14 00019, as follows:

Subject:

This is a time claim on behalf of Electrician Tom Alexander.

On February 21, 1992, the carrier violated the controlling agreement and in particular Rule 2-A-3, when they summarily removed Mr. Alexander from the A-grade electrician position headquartered at Anderson, IN.

At the meeting on February 21, 1992, the ADE-Structures A. E. Castrucci removed Mr. Alexander from his A-grade electrician position. It became obvious that the A.D.E.'s mind was made up and that he was not interested in obtaining a complete set of facts. Mr. Alexander was allowed to speak as his removal letter was being typed up.

The Local Chairman remarked to the A.D.E. that apparently his mind was made up prior to the meeting; this was confirmed by the A.D.E. The Local Chairman asked if the A.D.E. would commit his position to print; he agreed to do it that day. Under date of February 27, 1992, A.D.E. Castrucci issued his printed position.

In 1987 Mr. Alexander was already working as an A-grade electrician and worked that job for over a year before being bumped by Electrician D. Carney, Mr. Alexander is not required to requalify for the same job or position.

Neither, is Mr. Alexander required to requalify for the same pay rate.

Without waiver of our position the carrier doubly violated the rule when they failed to supply Mr. Alexander with not only the material to do the job but to supply Mr. Alexander with a company approved vendor in that area to obtain material for the job.

We are claiming all time lost from February 21, 1992, disqualification and to continue until Mr. Alexander is reinstated as an A-grade Electrician headquarters Anderson, IN."

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.

The dispute at issue arises from the contention that the Carrier violated Rule 2-A-3 of the controlling Agreement when it disqualified the Claimant from an A-Grade Electrician position, the highest grade of electrical positions. It requires that an employee be qualified on any and all electrical operations.

When a C-Grade Electrician position which the Claimant had been holding at Avon Yard in Indianapolis, Indiana, was abolished, the Claimant, on January 30, 1992, exercised his seniority to an A-Grade Electrician position headquartered at Anderson, Indiana.

On February 21, 1992, the Carrier removed the Claimant from this A-Grade Electrician position due to what it says was an inability on the part of the Claimant to complete assigned tasks in a time frame or manner comparable to that of a qualified A-Grade Electrician. The Carrier cited, in particular, one work assignment involving the installing of a power service which it submitted the Claimant had only partially completed after four days of work. The Carrier said that it would have taken a qualified A-Grade Electrician no more than two days to complete such work. Another assignment specifically cited concerned the replacement of four yard lights, a task that the Carrier submits took the Claimant two days to complete as compared to a qualified A-Grade Electrician taking but one day to complete work of a like nature. The Carrier cited Rule 2-A-3, paragraph (a), section 2, of the controlling agreement as the authority for its disqualification of the Claimant from the position at issue.

The Claimant disputes the various contentions of the Carrier about his job performance. In addition, the Claimant says that the Carrier failed to supply him with the material to do the job or with the name of a company approved vendor in the work area where he could obtain material for the job.

Contrary to the assertions of the Claimant, the Carrier says that he was provided with a company approved vendor listing and that he had purchased materials both before and after the date of disqualification. The Carrier also maintains that a supervisor provided the Claimant with a material list needed to complete the work assignments.

The Claimant contends that in 1987, five years prior to his being disqualified for the A-Grade Electrician position at issue, that he worked as an A-Grade Electrician for over a year before being bumped from such position. The Claimant thus argues that he is not required to requalify for a like position as an A-Grade Electrician.

The above arguments of the Claimant notwithstanding, he also claims that he was not accorded a fair opportunity to demonstrate his qualifications to perform satisfactorily the work listed under the Graded Work Classification Rules of the Agreement as they pertain to the A-Grade Electrician in keeping with the provisions of Rule 2-A-3.

Rule 2-A-3, paragraph (a), sections 1 and 2, of the controlling agreement reads:

"2-A-3.(a) 1. Employees awarded advertised positions for which they bid or applied or acquiring positions through displacement of junior employees, will be given full cooperation from supervisory forces and others in their efforts to qualify.

2. An employee failing to qualify for the position selected within fifteen (15) days (working on the position), after having been given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority in accordance with Rule 3-C-3. The employee may be removed from the position at any time during the fifteen (15) day qualifying period if it becomes apparent that he does not possess the necessary ability and fitness to permit him to qualify."

In study of the record the Board finds that although the Claimant offers extensive background assertions relative to his vocational training and employment both prior to and after being employed by the Carrier in 1975, no documentary support is given for the contention that positions which he held in past years had been classified by bulletin to be that of an A-Grade Electrician. Moreover, after offering the contention that he had held A-Grade Electrician positions in the past, the Claimant subsequently says that he was treated unfairly in his past job at Avon Yard "... in that the jobs that I did in Avon were Class A-grade work, but the job was classified C-grade."

It is also evident from the record that the Claimant does not deny the length of time cited by the Carrier that was spent on the two aforementioned work assignments. The Claimant merely dismisses the time frame with a number of self-serving and contradictory statements. The Claimant says, for example: "The day that I was told to go to Marion to fix the lights there, I was not told what type of bulbs were needed in Marion or where I could purchase them in Marion." Although the Claimant here offered that he was not told what type of bulbs were needed, he thereafter says that he tried to contact his supervisors to find out "where I could buy them" in Marion. The Claimant also says that after he was unable to reach his supervisors that he went to "several places in Marion, to find out if Conrail had credit with them." The Claimant also says that after talking with his supervisor at 1:45 p.m. that he (the Claimant) decided that he did not have sufficient time to perform any of the work in question that day.

The Board also finds it difficult to comprehend argument of the Claimant that the work on which the Carrier made its determination that he was not qualified for the A-Grade Electrician position at Anderson, Indiana, was that of the lower grades of Electrician, or work which he had performed in the past, while, at the same time, offering that he was not able to perform such work because he was not placed with other electricians; the Carrier failed to provide any cooperation at all to the Claimant in his efforts to qualify for the A-Grade Electrician position; and, the Carrier failed to give him a fair opportunity to qualify.

It would seem to the Board that if the Claimant was in fact experienced and qualified in A-Grade Electrician work to the extent he claims, no need existed for the assistance and cooperation he claims was not provided, and that it would have taken him less time rather than more to have performed the work tasks assigned to him by the Carrier.

On the basis of the record as a whole, the Board finds that it must be concluded that the Claimant, as the moving party in this matter, has failed to meet a burden of proof in support of the claim that the Carrier was in violation of Rule 2-A-3 in its disqualification of him from the A-Grade Electrician position at issue. Rather, it appears from the record that the Carrier had sufficient grounds to disqualify the Claimant. The claim will, therefore, be denied.

AWARD

Claim denied.

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 2nd day of February 1996.