

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 13032
Docket No. 12965
96-2-94-2-119

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

(International Association of Machinists
(and Aerospace Workers
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

- "1. The Consolidated Rail Corporation violated the Rules of the Controlling Agreement of May 1, 1979, and particularly Rule(s) 2-A-1, 2-A-3, 2-A-4, 3-A-1, and 3-B-1, and Skill Differential provisions of the July 31, 1992 National Agreement particularly Side Letter #16.
2. Accordingly, the claimant is entitled to the remedy as requested. Additional three (3) hours pay at the applicable straight time rate, skill differential payment of an additional fifty (50) cents per hour, and the difference between his regular rate of pay and the lead Machinist rate. This claim starts on January 26, 1993 and continues every day thereafter until settled. Plus, the Claimant be given the opportunity to qualify and/or train for the position in dispute in accordance with the Skill Differential provisions of the Agreement."

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 Board finds that this dispute is similar in large part to that decided in Second Division Award 13030. Here, the Organization alleges violation of Rule 2-A-1, in that the position bid was awarded to a junior employee of lesser seniority. Even though his bid was accepted for the position, the Claimant was not given the full cooperation to qualify under Rule 2-A-3(a). The Organization alleges Carrier violation of the Agreement.

This Board reviewed all evidence of record. A study of the position bulletined leads to the firm conclusion that it is a skill differential position to which Side Letter No. 16 is controlling. The Claimant's letter dated September 6, 1993 does not indicate that he is qualified, nor that he sought to demonstrate qualifications prior to expiration of the bid period. The acceptance of Claimant's bid does not indicate anything specifically beyond a bid submitted.

The Board's review of evidence finds that the Claimant lacked knowledge required "on scope or programming CNC machines such as the Lebonde Lathe, Buremaster and various types of traction motors that are involved in insourcing and records." The Organization brought forth no probative evidence sufficient to prove that the Carrier acted arbitrarily, in violation of the bulletined qualifications or the prevailing Rule language. Finding no evidence that the Carrier acted in contravention of the Agreement, the claim must 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 21st day of August 1996.