

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24093
Docket Number MW-23694

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: ((Brotherhood of Maintenance of Way **Employees**
(Seaboard **Coast** Line Railroad Company

STATEMENT OF CLAIM: "Claim of the **'System Committee** of the Brotherhood that:

(1) The Carrier violated the Agreement when **it** assigned and used A. Hicks instead of P. A. Boles to fill vacation **vacancies** of welder at the Savannah Rail Welding Plant beginning in July 1978 (System File C-4(36)-PAB/12-8(79-20) J).

(2) **Claimant** P. A. Roles shall be allowed the difference in what he received as welder helper **and** what he should receive at the welder's rate of pay beginning in July 1978 **and** continuing **until** October 1, 1978."

OPINION OF BOARD: An **individual who** was **junior** to the Claimant was used to fill • temporary position of Welder at the Savannah plant.

The position at **issue** was a vacation relief vacancy and the **junior** employee **was** used because the **Claimant** **ms** not qualified to operate the welding machine at **that** period of **time**. Further the Carrier disputes the basis for the claim on the grounds that the vacation relief position is not a training position.

While **the matter was under review on the** property, the Carrier **indicated** that the **Claimant** did not seek to perform work unless absolutely necessary because of a physical condition **and** that after he became qualified to operate the welding machine he has been used for relief in that regard.

The **Organization** insists that the **Claimant** **wee not qualified to perform work on the welding machine in question** because the **Carrier** had never afforded him the opportunity to qualify even though, according to the **Organization**, the Claimant made **known** his desire to be qualified.

We have considered the Award cited by the **Organization** and have paid particular attention to **Third Division Award No. 16960** which held that training of personnel to handle new equipment is a joint responsibility and that the **initiation** must come from **management**. Nonetheless, in order to sustain a claim such as **this** there must be a showing that the Carrier refused to take **reasonable** steps to qualify the senior **employee** under **all** of the **circumstances** of record. The **Carrier** has given rather plausible reasons for the fact that a junior employee qualified prior to the senior employee and we find no basis to rule that there was a contractual violation in this particular case, under these **facts** of record.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived **oral** hearing;

That the Carrier and the Employees involved **in** this dispute are respectively Carrier and Employees within the meaning of the **Railway** Labor Act, as **approved** June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

Attest: Acting Executive **Secretary**
National **Railroad** Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, **Illinois**, this 5th day of **January** 1983.

