

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26555
Docket Number MW-26187

Robert W. McAllister, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(Consolidated Rail Corporation

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

(1) The Agreement was violated when the Carrier assigned the welder's position on Gang G-11, headquartered at McCullough Yard in Cincinnati, Ohio, to junior Welder S. Powers instead of Welder D. Jones (System Docket CR-76).

(2) As a consequence of the aforesaid violation, Mr. D. Jones shall be allowed the difference between the welder's rate and what he was paid at the trackman's rate for May 10, 11, 12, 13, 14, 17, 18, 20, 21, 24, 25, 26, 27, 28, 31, June 1, 3, 4, 7, 8, 9, 10, 11, 17, 18, 21, 22, 23, 24, 25, 28, 29 and 30, 1982."

OPINION OF BOARD: The Claimant is a Welder with sixteen years' experience. He was denied an assignment as a Welder in May, 1982, solely on the basis that he had failed to pass an examination on Carrier's Book of Rules when he took a requalification test in February, 1982. The vacancy was assigned to a junior employee. The Carrier does not dispute Claimant's welding ability, admits he was the senior applicant for the vacancy, but indicates he was not assigned to this particular position because he failed his Book of Rules examination.

The bulletin in which the Welder's vacancy was advertised stated the qualifications for the assignment were:

"Must be qualified on MW-4, Operating Rules and Safety Rules. Must be able to read and write English language."

The Carrier indicates that many of its Welder positions do not require qualification on Operating and Safety Rules because of the nature of the duties, but on this position it has always been a requirement. It is a necessary safety precaution because the occupant is required to provide for his own protection from moving equipment while working on the tracks.

Requiring Welders to be qualified on Carrier's Operating and Safety Rules in situations where they may be required to work on tracks and provide for protection from moving equipment is not an unrealistic qualification.

The Organization has not demonstrated that such a qualification on the disputed Welder's position is not appropriate to the type of work required. The mere assertion that the Claimant worked as a Welder for sixteen years is insufficient proof to establish the Carrier violated the Agreement.

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:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1987.