

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 44583
Docket No. MW-44133
22-3-NRAB-00003-200834

The Third Division consisted of the regular members and in addition Referee James M. Darby when award was rendered.

(Brotherhood of Maintenance of Way Employes Division -
(IBT Rail Conference

PARTIES TO DISPUTE: (

(BNSF Railway Company

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier failed and refused to promote employe S. Wilkins to a welder position on District 600 beginning on April 1, 2015 and continuing (System File 170-SF8-151/14-15-0311 ATS).
- (2) As a consequence of the violation referred to in Part (1) above, Claimant S. Wilkins must be promoted to a welder position and compensated for all losses as a result of the Carrier’s actions.”

FINDINGS:

The Third 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 were given due notice of hearing thereon.

The Claimant holds seniority within the Carrier's Maintenance of Way Department and established seniority as a fully qualified welder on Seniority District 500 on October 31, 2012. On March 30, 2015, the Claimant transferred from Seniority District 500 to Southwest Seniority District 600, which is a former ATSF line. Prior to doing so, the Claimant was informed that when he transferred to former ATSF District 600 he would relinquish all his seniority and qualifications obtained on former BN seniority district 500. Thereafter, beginning on April 1, 2015, the Claimant began bidding for various vacant Welder A positions on Seniority District 600. -

The record shows that The ATSF and the Brotherhood of Maintenance of Way employees agreed to the establishment of a Welder Training Program on December 27, 1994. This Welder Training Program was put in place to ensure that employees desiring to be welders were trained and properly qualified to weld. The Welder Training Agreement is still in effect on the former ATSF, and allows welder trainees a full 180 days to complete welding classes and gain welder on-the-job training which is necessary to become a competent welder. This program also allows welding supervision the opportunity to verify that each Welder Trainee is a fully qualified welder prior to being promoted. The BN territory on which the Claimant previously worked does not have the same Welder Training Program as that found in the ATSF Agreement. The Carrier denied the Claimant's promotion bids because he had not entered and completed the Welder Training Program.

The Carrier explained to the Claimant that there were Welder Trainees already in the Welder Training Program that were hired prior to his transfer date of March 30, 2015 and he would not be allowed to bypass them. The senior employees already in the Welder Training Program on Seniority District 600 were allowed to complete their training and obtain their welding dates prior to the Claimant who was considered a new-hire. The Claimant was allowed to enter the Welder Training Program on October 5, 2015. After he satisfactorily completed the Welder Training Program Claimant's welder seniority date was retroactive to the date he entered the program and he could then bid on a welding position as he was considered qualified.

The Organization's claim is based on its contention that the Claimant was the only qualified bidder throughout the bidding process and should have been awarded the welder position pursuant to Rule 8 of the Agreement. The Carrier responds by arguing that the Claimant had no contractual basis for being excused from the Welder Training Program in existence on Seniority District 600.

Based on a careful review of the record the Board concludes the claim must be denied. First, the Claimant knew when he voluntarily transferred to a new seniority district established on the former ATSF line that he would be relinquishing his current BN seniority and qualifications. Second, Rule 8 makes clear that “[a]pplicants for promotion may be required to pass oral and written examinations for the purpose of determining their qualifications, and demonstrate their ability to perform the work in the higher class to which promotion is sought.” Numerous awards from this Board have upheld the Carrier’s right to impose qualification requirements on promoted employees in order to ensure the safe operation of the railroad.

The Carrier notes that such training was necessary because the Welding Training Program was different than the training the Claimant received on Seniority District 500 and so he could become acclimated to the Seniority District 600 welding standards. Having him fulfill this requirement also was needed to provide his new supervisors with specific knowledge of his welding skills. While reasonable people might contend on balance it is a waste of Carrier time and resources to require the Claimant to be trained on a skill for which he was already qualified in a different seniority district, this Board is not in a position on the record before us to second-guess the Carrier’s qualification requirements in this regard.

Accordingly, for all these reasons the claim is 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 Third Division

Dated at Chicago, Illinois, this 29th day of October 2021.