

PUBLIC LAW BOARD NO. 3023

PARTIES) UNITED TRANSPORTATION UNION
TO)
DISPUTE) SACRAMENTO NORTHERN RAILWAY

STATEMENT OF CLAIM:

"Claim on behalf of Brakeman H.W. Miller dated March 6, 7, 8 and April 1, 1981, claiming 50, 50, 125 and 125 miles, respectively, as well as payment of time consumed, account being required to re-write the ATSF Book of Rules examination in order to be re-qualified to operate on ATSF/SN joint trackage."

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee respectively within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction over the dispute involved herein; and, the parties were given due notice of hearing thereon.

The circumstances which led Claimant to be required to re-write the Santa Fe Book of Rules examination are not unlike those which prevailed with respect to Claimant Lucas in Case No. 2 before this Board. The only difference is that the issue here concerns a request by Claimant that he be granted payment for time consumed in writing the examination book and in correcting incorrectly-answered questions.

In essence, it is the Organization's contention that the Award of Public Law Board No. 2155 (Award No. 3 of that Board as concerns the Claimant in this dispute) makes no mention of Claimant being required to rewrite the Santa Fe Book of Rules examination, and that Article 24(a) of the applicable Schedule of Agreement Rules provides that a trainman who has passed the necessary examinations will not again be required to take additional examinations on timetable and/or transportation rules, and that any further examinations will be in the nature of instructions.

Contrary to the Organization's contentions, it is the Carrier's position that the Award of Public Law Board No. 2155 did in fact require Claimant to again pass the required Santa Fe examination. Further, that Article 24(a) did not relieve Claimant of any obligation to take the Santa Fe rules examination more than once. It asserts that in order for its employees to operate on Santa Fe trackage they must comply with that Carrier's qualification requirements whatever they might be, including examination on the rules and whatever re-examination the Santa Fe uniformly requires.

-2-

Article 24(a) of the current Agreement reads as follows:

"Examination on Timetable and Rules	(a) A Trainman who has passed the necessary examination will not again be required to take examination on timetable and/or transportation rules. Any further examinations will be in the nature of instructions."
---	--

As we found in Award No. 2 of this Board, it is readily apparent that even though Claimant had satisfactorily passed examination on the Santa Fe Book of Rules at an earlier period of time, Public Law Board No. 2155, as a condition of its Award, dictated that Claimant again satisfactorily pass examination before being permitted to again operate over the joint trackage of the ATSF/SN. Under the circumstances, Article 24(a) may not be said to have application to the requirement that Claimant again pass the necessary examination, particularly in view of the fact that the Award of Public Law Board No. 2155 sustained the monetary claim of the Claimant only to that date on which the Santa Fe proffered a removal of the disbarment "provided the claimant could satisfactorily pass the examinations on the operating rules and regulations of the Atchison, Topeka and Santa Fe Railroad."

The instant claim lacking Agreement support or merit, we are compelled to deny it.

AWARD:

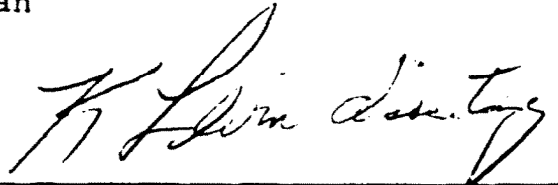
Claim denied.



Robert E. Peterson, Chairman
and Neutral Member



M.A. Hartman, Carrier Member



K. Levin, Organization Member