

SPECIAL BOARD OF ADJUSTMENT NO. 1016

Parties
to the
Dispute

CONSOLIDATED RAIL CORPORATION

vs.

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Award No. 26

Case No. 26

STATEMENT OF CLAIM

(1) The Agreement was violated when Mr. R. R. Henry was disqualified from a vehicle operator position (log loading truck) at the Central Region Material Yard at Pitcairn, Pennsylvania on May 21, 1986 (System Docket CR-2778).

(2) Because of the aforesaid violation, Claimant R. R. Henry shall be awarded the position in question and he shall be compensated for all wage loss suffered as a result of the improper disqualification.

FINDINGS

At the time of the incident that gave rise to this dispute, Claimant R. R. Henry was assigned as a Machine Operator Class 3, headquartered at Pitcairn, Pennsylvania. In April 1986, Claimant bid and was awarded a Vehicle Operator position at the Central Region Material Yard in Pitcairn, Pennsylvania. The job advertisement outlined the duties and responsibili-

ties of the position and specified that the successful bidder must possess a Pennsylvania State Class 3 driver's license. Carrier Officials thought that Claimant had the required license when he was awarded the job. As it turned out, he did not. Rather, he held only a learner's permit. When Carrier became aware of this fact, Claimant was directed to report back to his former position and the Operator job was bid and awarded to a man with the required Class 3 license.

This Board has reviewed the record of this case and has discussed each argument presented by Petitioner. The Board is compelled to conclude that in spite of (1) the past policy of awarding such positions, (2) the fact that Claimant is more senior than the man who got the job, and (3) the fact that Claimant may have been qualified to drive the vehicle and perform the work, he has no claim to the job, since he did not hold a Class 3 license. Claimant's argument that he could operate the truck and he thought that a learner's permit qualified him to operate the vehicle is not persuasive. Under the situation that existed in this case, Carrier was not obligated to award the position in question to him.

AWARD

The claim is denied.

R. E. Dennis
R. E. Dennis, Neutral Member

R. O. Neil
R. O. Neil, Carrier Member

Steven V. Powers
S. V. Powers, Employee Member

September 18, 1989
Date of Adoption