

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
{
{ Southern Pacific Transportation Company

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DEC 29 1980

Dispute: Claim of Employees:

P. E. L. COSSA

1. That the Southern Pacific Company (T&L), disqualified Radio Equipment Installer K. P. Blount, from position No. 37 at Houston, Texas in violation of the current agreement and in particular Rules 2, 13 and 17.
2. That accordingly Carrier be ordered to return Radio Equipment Installer K. P. Blount to position No. 37 and to compensate him for eight (8) hours each day for all wages lost commencing with March 14, 1979, and to be continued until Claimant is restored to his position.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

The threshold question posed in this dispute is whether Carrier violated the Agreement, specifically Rules 2, 13, and 17 when it disqualified Claimant from acquiring position No. 37 headquartered in Houston, Texas. Claimant contends that he worked the position of Radio Equipment Installer at El Paso, Texas without being disqualified and that he was forced off Position No. 37 to enable Carrier to fill this position with a less senior employee. He avers that he did not take the February 28, 1978 examination prepared by the Motorola Training Institute for radio equipment installers, with any degree of seriousness, since Carrier unreasonably compelled him to take this test. He argues that Carrier manifested an unmistakable animus toward him as evidenced by its inconsistent application of qualifying standards.

Carrier, contrariwise, contests these contentions and argues that Claimant could not qualify for this position, when he assumed it on March 1, 1979. It contends that he did not have the aptitude to fill this position and that he had never acquired a basic knowledge of electronics and maintenance techniques. It adduced statements from numerous supervisory officials, who in toto considered him unqualified for this position.

In our review of this case, we recognize the significance of Claimant's assertions that a junior employee was awarded this position, but we do not find that the selection was an abuse of managerial discretion. Admittedly, Claimant was not disqualified while working at the El Paso situs, but the evaluative reports and competency judgments supplied by his supervisors before his qualifying assignment began at Houston, Texas, persuasively demonstrates that he was not sufficiently qualified to perform the work of Position No. 37. This is further supported by the type of work he performed at Nacogdoches, which did include equipment installer duties. The evidence relative to his knowledge and skill fitness qualifications shows that he was unqualified to perform the technical tasks of Position No. 37 and we will not substitute our judgment of what constitutes adequate skills qualifications in lieu of Carrier's determination. The railroad industry, by definition is vested with a unique public interest responsibility that requires, at a basic minimum, that employees are equipped with the requisite technical skills, to perform the myriad of jobs attendant to rail operations. Carrier is thus entrusted with discretionary authority to hire and promote individuals who meet its specified selection standards, subject of course to its collective bargaining agreements restrictions and limitations.

In the instant case, Claimant was plainly unqualified to fill Position No. 37 and we find no evidence that he was prejudicially denied this job. In Second Division Award 7376, which we believe is applicable to this case, we held in part that:

"Determination of an employee's qualifications relates to a candidate's present qualifications at the time a vacancy exists and applicants bid or are entitled to consideration for such vacancy. 'Qualified' as used in Rule 23 does not mean ability to qualify after further learning or experience on the job or after a trial period; it means possessing the required knowledge, skill or experience at the time the applicant bids for the job or is entitled to be considered for it. A trial period is not to enable a senior employee to become qualified, or at least to prove his contention that is qualified *** unless the Agreement specifically so provides."

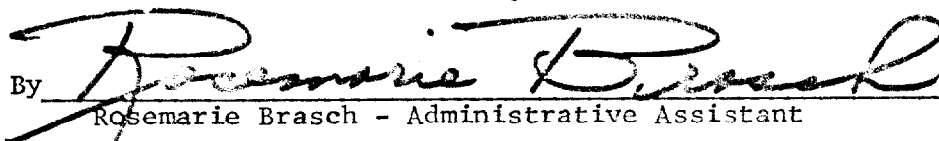
We find this decision at point with the essential facts herein and we will reject the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 17th day of December, 1980.