

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **22580**  
Docket Number SG-22528

Richard R. **Kasher**, Referee

**PARTIES TO DISPUTE:** (Brotherhood of Railroad **Signalmen**  
(Missouri Pacific Railroad **Company**)

**STATEMENT OF CLAIM:** "Claim of the **General** Committee of the Brotherhood of Railroad Signalmen **on** the Missouri Pacific Railroad Company:

On behalf of Signalman M. **Q.** Ives for the difference in rate of pay as an hourly rated Signalman **and** that of a monthly rated signal maintainer, and all necessary expenses, **commencing** April 9, 1977, and continuing until he is reinstated **on** his position of Signal Maintainer at Utica, Kansas, **on** which he was disqualified **on** April 8, 1977 by Supervisor of Signals & Communications D. W. **Brown.**"

[Carrier file: B 225-742]

**OPINION OF BOARD:** The Claimant was hired as an assistant **signalman** on March 15, 1976. **He** acquired signalman **seniority on** January 5, 1977 **and bid on a signalman's** position. On March 14, 1977, the Claimant bid **on** and was assigned to a **signal maintainer position at Utica, Kansas.**

Claimant upon reporting to Utica was required to **learn** his territory. Since the Signal Supervisor and **Signal** Foreman were assigned to emergency service, the Claimant was instructed on his new territory by an experienced maintainer who, as it happened, was junior to the Claimant. Sometime shortly after his assignment, trouble developed in the **signal** system **on** Claimant's territory. Several trains were delayed while **Claimant** attempted to locate the trouble. The **Signal** Foreman was called out and **found** that the switch between the battery and the rectifier had been left open permitting the batteries to drain and lose the power necessary for the signals. This incident and the **Signal** Supervisor's determination that the **Claimant** could **not** adjust track circuits or a switch circuit **controller** resulted in the Claimant's being disqualified from the signal maintainer's position on April 8, 1977. Claimant returned to a signal **position.**

The claim before this Board is for the difference between compensation of an hourly rated **signalman** and the rate for a monthly rated maintainer, plus necessary expenses.

The Organization contends that the Carrier improperly disqualified the Claimant. The Organization contends that **Rule 500(d)** requires the Carrier to instruct and assist the Claimant for a prescribed period of time, i.e. time sufficient to qualify.

Further, it is the Organization's position that the Carrier violated the agreement by not giving Claimant proper instructions and assistance which would have allowed him to qualify for the signal maintainer's position at Utica, Kansas; and that the **employees** who instructed and disqualified the Claimant were biased and capricious.

The Carrier's position is **that** it possesses the sole responsibility to judge an **employee's** qualifications. Carrier argues that tests alone (which the Claimant passed) do not establish an **employee's** ability or qualifications to hold a signal maintainer's position. The Carrier contends that Signal Foremen on their respective territories regularly accompany maintainers until they, the Signal Foremen, are satisfied that the maintainer knows the territory and can properly perform the required duties.

**Rule 500(d)**, the Promotion **Rule** and the essence of the Organization's case, provides:

"(d) **Employees** having completed their periods of **training** as provided in Article II of this Agreement without having gained the required experience in maintenance work will, when assigned to a bulletined **position in maintenance**, be afforded the necessary instructions and assistance for a period of not to exceed thirty (30) days to **enable** them to qualify under this rule."

If anything is clear in this case it is that the Claimant was an ambitious **employee** seeking to promote rapidly through the ranks of the Signalmen's craft. It is not necessary to discourse on the highly technical and skilled characteristics associated with this craft. Neither is it necessary to detail the critical nature of signalmen's work.

The Carrier had in place a lengthy and thorough training program for its signal **employees**. The Claimant was passed through this program but failed at the **signal maintainer's** level when he was required to apply his "book knowledge" to the practicalities of day to day field work.

The record does not support any finding that the Carrier **or its instructors** in the signal department were biased **in** judging the qualifications of the Claimant. The Carrier's finding that the Claimant's fitness **and** ability were lacking was based **upon** evidence **and** observation. It is not necessary to cite the many authorities supporting the doctrine that a Carrier's determination of qualifications will not be disturbed where there is lack of evidence supporting a **discriminatory** or arbitrary judgment process.

Therefore, the record requires denial of the claim for monetary relief. **However**, it should be noted that the Claimant received a minimum of instruction and assistance in learning the territory and responsibilities of the maintainer's position at Utica, Kansas. This case **calls out** for the Carrier "giving the **employee** a second chance" to **reach and qualify** on the **maintainer's** position **in** his chosen **craft**.

**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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A.W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this **30th** day of **October 1979**.