

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23870
Docket Number SG-24062

Ida Klaus, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Southern Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad **Signalmen** on the Southern Railway Company et al:

On behalf of P. A. Hollins for the difference **in** pay **between** an assistant **signalman** and **signalman**, that his seniority rights be restored in the **signalman** class, and that he be placed back on the **signalman** job he was on prior to **being** disqualified, because Carrier violated Rule 2(e)(h) and (7) of the **Signalmen's Agreement**." (General Chairman file: **SR-150**. Carrier file: **SG-427**)

OPINION OF BOARD: The Claimant was promoted to the position of Signalman as of **September 3, 1979**, and was notified of his **disqualification** on **November 6, 1979**.

The Organization has **made two contentions** in support of the claim: First, that the **Claimant** had not been given a fair opportunity to qualify because he was not afforded a period of sixty-five eight-hour days of service, allegedly required by the Agreement, to show sufficient aptitude to **learn** the work. Second, that the **Claimant** was disqualified for reasons unrelated to his work performance.

The record shows that the Claimant's **immediate** supervisor had given him detailed **unsatisfactory** ratings for each of three successive time periods of his service in the course of the **assignment**. The Organization has not persuasively challenged the controlling weight of this significant **evidence**.

The Board does not read the phrase "within a period of sixty-five eight-hour **days** of service" as it appears in Rule 2(e)(h) to mean that the **employee must remain** in the **assignment** for **that** entire number of days before he may be disqualified. In our view, the **language** permits the Carrier to judge the **employee** to be unqualified **on** the basis **of** his performance during such period of time before the completion of sixty-five eight-hour days of service as **may** be reasonable in the particular **circumstances**. (See Third Division Award No. **13471**). We reject the **Organization's** contrary interpretation.

Thus it has **been clearly** established that the disqualification was properly based on significant negative work-related evaluations justifying the Carrier's action before the end of the sixty-five day period.

The Board concludes on this record that the **Carrier's** determination of **November 6, 1979**, constituted a reasonable exercise of its authority to judge whether the Claimant had **shown** sufficient aptitude to learn the work of

a Signalman. Accordingly, we may not disturb the determination. (See: Third **Division** Awards Nos. 11780; 21243; 21328; 21676).

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of May, 1982.

