

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 employes. 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 employe 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 Employes involved in this dispute are respectively Carrier and Employes 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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Docket Number SG-22528

Page 4

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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.