

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 43175
Docket No. SG-43830
18-3-NRAB-00003-160648**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

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

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of T.S. Valentine, for compensation equal to the difference in the rates of pay between that of a Signalman and that of a Signal Maintainer for all hours that the Claimant works subsequent to the Carrier disqualifying him from his Signal Maintainer position on May 5, 2015, account Carrier violated the current Signalmen’s Agreement, particularly Rules 55, 56, and 57, when it disqualified him from holding said position, and any and all other Signal Maintainer positions in the future, without having any just cause for taking such a harsh and excessive action. Carrier’s File No. 1631216. General Chairman’s File No. N 57 1278. BRS File Case No. 15393-UP.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Organization filed the instant claim on the Claimant's behalf, alleging that the Carrier violated the parties' Agreement when it arbitrarily disqualified the Claimant from all Signal Maintainer positions on May 5, 2015, for an alleged failure to demonstrate that he could properly troubleshoot and perform the functions of a Signal Maintainer. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the Carrier committed procedural errors that denied the Claimant his right to due process, because the Claimant possesses the necessary troubleshooting and repair skills, because the Carrier arbitrarily disqualified the Claimant from his Signal Maintainer's position, and because there is no support for the Carrier's position.

The Carrier contends that the instant claim should be denied in its entirety because the Carrier has the right to set qualification requirements for a position, because the Carrier has the right to determine whether an employee possesses the necessary skills and abilities for the job, because the Claimant lacked the necessary skills and abilities for the Signal Maintainer position, and because the Organization has failed to meet its burden of proof.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has failed to meet its burden of proof that the Carrier violated the Agreement when it disqualified the Claimant from holding a position because of his failure to have the appropriate skills. Therefore, this claim must be denied.

The record reveals that the Carrier watched the Claimant operate and determined that he lacked the necessary skills and abilities to continue as a signal maintainer. It is fundamental that the Carrier has an absolute right to not only set the qualifications needed for a position but to monitor the employees and ensure that they possess the correct skills and abilities to perform their work. The Organization argues that the Claimant had the talent and had performed the work

for a number of years. The Organization also argues that the Carrier should have sent someone out there with him to assist him. The Board disagrees. The Carrier has a right to make sure that the signal maintainer can perform the work on his own. In this case, the Carrier properly determined that the Claimant simply could not perform the work that was required in the time that it wanted it to be performed.

Since the Carrier has the right to determine the qualifications of its workers and it did not act unreasonably in making the determination in this case, the Board cannot find that the Carrier acted in violation of the Agreement when it disqualified the Claimant from his position. Therefore, this claim must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 30th day of May 2018.