

Award No. 18

Case No. 16

Docket No. MW-1131

Parties Brotherhood of Maintenance of Way Employees

to and

Dispute Illinois Central Gulf Railroad

Statement of Claim Carrier violated the effective Agreement on April 7, 1977, by unfairly and arbitrarily disqualifying Claimant C. Evans from the position of Motor Car Repairman.
2. Claimant C. Evans shall be reinstated to the position of Motor Car Repairman, compensated for the difference in pay between Motor Car Repairman and Trackman for time lost 4-7-77 and the date he is reinstated.

Findings The Board, after hearing upon the whole record and all evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated January 23, 1978, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

Claimant was in Carrier's service some twenty-one years prior to his promotion to the position of Motor Car Repairman, on or about April 1, 1977. He was assigned as a Motor Car Repairman at Hattiesburg, Mississippi. A Supervisor of Equipment went to Hattiesburg on April 6, 1977 to observe Claimant perform his duties as a mechanic. He alleged that he went there as a result of complaints from the Supervisor that tie machinery and other equipment were not being properly maintained. After observing Claimant on April 6 and 7 he told Claimant on the 7th that he should bid in the Section Foreman's job which was a job that he was more familiar with and he told Claimant to report to his former position Monday, April 11, because he was going to be disqualified as a mechanic.

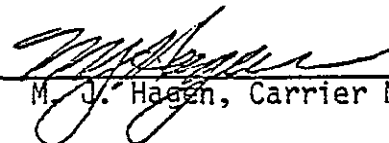
The Employees avert that Claimant was not given full cooperation, that he was harassed and that he was treated unjustly.


Carrier states that Bulletin No. 86 posted the assignment on February 23, 1977, which Claimant bid on and was awarded this position on March 9, 1977. According to Carrier Claimant began the qualifying period on March 21, 1977. It asserts that he had been given the assistance of a qualified mechanic for the first seven days.

It has been long held that it is properly a function of management to determine the fitness and ability of an employee for a particular position. In that connection the Board's role is to determine whether or not, in the exercise of such management judgment Carrier was being arbitrary or capricious. In the instant situation there has been no demonstrated substantive basis for showing that the Carrier had acted arbitrarily or capriciously. In other words, the Employees failed to carry the burden of proof. In such circumstances the Board is impelled to find that this Claim is without merit and must be denied.

Award Claim denied.


J. Palloni, Employee Member


M. J. Hagen, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued at Wilmington, Delaware, April 18, 1979.