

AWARD NO. 24
Case No. 24

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES) The Brotherhood of Maintenance of Way Employees
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the effective Agreement by failing to grant a hearing to Track Inspector A. F. Pepper following his removal from the position of Track Inspector as of the close of work April 30, 1959.

2. That Claimant A. F. Pepper be now reimbursed for the difference in pay received in railroad employment and what he would have received if employed in the capacity of Track Inspector beginning May 1, 1959, and continuing until this claim is adjusted.

FINDINGS: The employees state that track inspector A. F. Pepper was relieved from his duties as track inspector on April 30, 1959; that the position of track inspector is an appointive position by the carrier from employees who hold seniority rights under Section and Extra Gang Foremen, but, however, the position is subject to the provisions of the Agreement between the carrier and the Maintenance of Way employees.

The employees further state that they have requested of the carrier that an investigation be held to determine the facts as to why the claimant was removed from his position as track inspector; that an investigation should be held under Rules 6-1 and 6-2 of the Agreement as the claimant feels that he has been unjustly treated.

The carrier states that the claimant's services as track inspector were not satisfactory, and that he failed to detect obvious defects and indications were that he did not have the necessary qualifications to perform the duties of track inspector; that he was removed from the appointive job as track inspector, but he retained all of his seniority rights wherever permissible. The claimant was not disciplined in any manner, and, therefore, Rules 6-1 and 6-2 of the Agreement do not apply in this claim.

From the evidence presented at the hearing, the Board finds that this was not a discipline or discharge case. Therefore, Rules 6-1 and 6-2 of the effective Agreement do not apply.

The Board further finds that the position of track inspector is an appointive position and that the carrier has the right to appoint employees without consideration of seniority from the seniority list of Section and Extra Gang Foremen. The carrier also has the right, when it believes that the track inspector is not performing his duties properly, to relieve him of this appointive position.

The Board further finds that in all other respects, the rules of the effective Agreement apply to track inspectors even though it is an appointive position.

AWARD:

Claim denied.

(s) Thomas C. Begley
Thomas C. Begley, Chairman

(s) A. J. Cunningham
A. J. Cunningham, Employee Member

(s) M. L. Erwin
M. L. Erwin, Carrier Member

Tyler, Texas
Dated: July 27, 1960.