

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26493  
Docket Number MW-26269

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: ( (Brotherhood of Maintenance of Way Employees  
(Burlington Northern Railroad Company  
(formerly St. Louis-San Francisco Railway Company)

STATEMENT OF BOARD: "Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when, during the period from October 4, 1983 to October 28, 1983 both dates inclusive, it used welders holding no seniority rights on the territory formerly comprising the St. Louis-San Francisco Railway Company to perform welding work on Seniority District 2, which is encompassed within the territory formerly comprising the St. Louis-San Francisco Railway Company (System File B-1615/MWC 84-2-6).

2. Cut-back Welder B. L. Wilkins shall be allowed one hundred fifty-two (152) hours of pay at the welder's straight time rate because of the violation referred to in Part (1) hereof."

OPINION OF BOARD: According to the Carrier, it experienced a shortage of qualified track welders in the period this Claim arose. Welding work was required in the Springfield Region Seniority District. At the time, welding equipment known as "Boutet Thermite" was available. Again according to the Carrier, no employees qualified on Boutet equipment were available in the seniority district. The Carrier then sought and obtained the service of two welders from another seniority district for the work.

At the same time, the Carrier assigned the Claimant as a Welder Helper to work with the two employees from outside the seniority district. Claimant holds seniority as a Class 3 Welder, but, owing to force reduction, was assigned at the time as a Welder Helper. The Carrier asserts that the Claimant does not hold qualification on Boutet equipment.

The Organization presses the Claimant's assertion that he should be paid 152 hours' straight time pay as a Welder for the period during which the three employees worked together on the assignment.

Since all three employees were utilized for the assignment, the Board finds no impropriety in the assignment, in this instance, of the two qualified employees from another seniority district to perform the work. No Claim arose as to any other employed with seniority in the district. The outside employees were not utilized instead of the Claimant, but in combination with him.

Thus, the issue before the Board is confined to whether or not the Claimant was entitled to Welder pay, rather than Welder Helper pay. This, in turn, rests on whether or not the Claimant was qualified as a Welder on Boutet equipment. The Claimant asserts that such work is only minimally different from work on related types of welding equipment for which he is qualified.

The Carrier's right to determine the qualification of its employees is well established. The record does not indicate that the Carrier acted in an arbitrary or discriminatory fashion in determining that the Claimant was not properly qualified for the Boutet equipment. It is the Carrier's contention that he was assigned to the position in order to help him qualify for such position. There is no clear evidence that the Claimant was experienced in Boutet work nor did he demonstrate any proof of qualification prior to the assignment. There was, in sum, no showing that the Carrier had paid the Claimant improperly.

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 Employee involved in this dispute are respectively Carrier and Employee 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

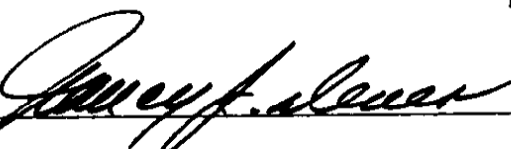
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: \_\_\_\_\_



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of September 1987.