

PUBLIC LAW BOARD NO. 7633

Brotherhood of Maintenance
of Way Employees Division - IBT

and

Union Pacific Railroad
(Former Missouri Pacific Railroad)

Case No. 78
Award No. 78

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier improperly and unjustly disqualified and removed Welder R. Silgero from his position on Gang 2377 beginning on March 7, 2016 and continuing (System File UP505JF16/1654181 MPR).
2. As a consequence of the violation referred to in Part (1) above, Claimant R. Silgero shall have his unjust disqualification as a welder removed and receive eight (8) hours each day for the difference in pay between welder and Bridge and Building (B&B) carpenter and any and all overtime acquired by the employee working the position of welder, assigned to Gang 2377 beginning on March 7, 2016 to include all holidays through and including on a continuing basis until this matter is settled.”

FINDINGS:

Public Law Board No. 7633, upon the whole record and all the evidence, finds the parties involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction of the dispute herein; the parties were given due notice of hearing before this Board and they participated therein.

On March 3, 2016 the Carrier issued Claimant a disqualification letter stating, *verbatim*:
“*Effective immediately you are disqualified from the position of Welder for your failure to perform your assigned duties and responsibilities in accordance with the Union Pacific Rules*

and Welding procedures. You should exercise your seniority in accordance with the BMW Agreement."

The Organization appealed the disqualification and the Carrier denied the appeals. The dispute was not resolved during a settlement conference and progressed to arbitration. This matter is now before the Board for final and binding resolution. The Board has carefully reviewed the entire record in this case, including the arguments and awards provided in support of the parties' respective positions, whether or not specifically addressed herein.

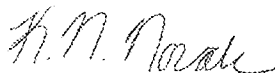
The Carrier did not prove that the Organization was provided with the Manager's statement of reasons for the disqualification. For remedy, the Board notes that the Carrier argued on the property that remedy would be the difference in pay between the higher-rated welder position and the lower-rated position Claimant worked after the disqualification, until Claimant made a voluntary exercise of seniority. The Organization did not dispute this remedy. Therefore, the Carrier's remedy is ordered.

AWARD:

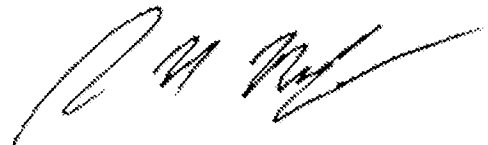
Claim sustained in part, in accordance with the Findings.



Robert Grey
Neutral Member
Dated: May 18, 2018



Katheirne Novak
Carrier Member



Andrew Mulford
Labor Member