

SPECIAL BOARD OF ADJUSTMENT NO. 279

Award No. 430

Docket No. 430

File 890417

Parties Brotherhood of Maintenance of Way Employees
to and
Dispute Union Pacific Railroad Company
 (Former Missouri Pacific Railroad Company)

Statement

of Claim: (1) Carrier violated the Agreement, especially Rules 1, 2, 11 and 14, of current working Agreement, also the October 14, 1959 National Agreement, Articles II and III, and, the Railway Labor Act "General Duties" Sixth and Seventh Provisions when John M. Horn was assigned as Welder on Gang 2357 instead of a Lead Welder.

(2) Claim in behalf of John M. Horn for difference in rate of pay between Welder and Lead Welder for each hour worked, or eight (8) hours per work day, plus holidays falling therein, and any overtime accruing to him, beginning January 28, 1989, continuing.

Findings: The Board has jurisdiction of this case by reason of the parties Agreement establishing this Board therefor.

Claimant Welder, John M. Horn, was assigned to his present position as a Welder in 1984. However, his Gang number was changed due to a new time keeping system being implemented but he did not change positions, or duties. That Gang number change was only in an administrative change. His two man gang number.

The Carrier, on March 29, 1989, received a claim letter from the General Chairman asserting that the Claimant was assigned as a Welder on January 28, 1989 and should have been assigned as a Lead Welder and is thus entitled to a rate differential. The General Chairman contended:

"Mr. Horn is performing the same duties as a "Lead Welder" such as carrying time roles, having one (1) employee under his supervision. He gets the PX line up and tracking time, orders necessary material and is in charge of the assigned trucks and any arc welder and grinders. Mr. Horn is responsible for lining up each job and seeing that it is done as safely and efficiently as possible. His duties are identical to that of a "Lead Welder" who gets a higher rate of pay than a Welder...."


The Carrier denied the claim on April 28, 1989 in part stating:

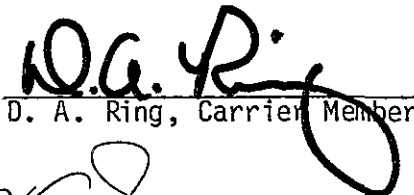
"...I failed to find one item that is not being performed by employees being paid as a Welder across Missouri Pacific's System. Across the Railroad, the Welder position supervises the Welder/Helper, does time reporting, secures the tracking time and maintains the equipment assigned to him, in addition to the normal welding functions.

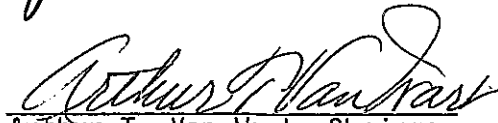
Presentation of this letter as a claim is not only erroneous but it is not a continuing claim. The fact is that Mr. Horn has been assigned as a Welder and paid as a Welder for quite some time. In fact there was no assignment for Mr. Horn as you contend in January 1989..."

The Board finds that Claimant Welder John Horn bid in a Welder position on a two man gang in June 1984, Gang 7645, which was administratively changed in 1987 to Gang 2357 and has been so assigned since 1984. This is the same issue that was in our Award No. 429 but in addition the claim is stale. In the instant case a denial will serve as well as a dismissal.

Award: Claim denied.


S. A. Hammons, Jr., Employee Member


D. A. Ring, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member

Issued November 26, 1990.