

PUBLIC LAW BOARD NO. 6249

PARTIES) **BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**
TO)
DISPUTE) **UNION PACIFIC RAILROAD COMPANY (FORMER SOUTHERN**
 PACIFIC TRANSPORTATION COMPANY (EASTERN LINES))

STATEMENT OF CLAIM

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier failed to assign Mr. L. D. Halsell to a Bridge Inspector position on Bulletin No. 29, Item 01 and assigned said position to a junior employee instead of assigning Mr. Halsell who placed a bid for said position (System File MW-97-233/1085509 SPE).

2. As a consequence of the violation referred to in Part (1) above, Mr. L. D. Halsell shall be allowed "... the difference in rate of pay between a B&B Foreman, \$2840.79 and a B&B Inspector, \$2953.95 from July 9, 1997 and on a continuing basis and also to be assigned to the position of B&B Inspector account job was assigned to a junior employee"

OPINION OF BOARD

This is a similar dispute involving Claimant decided by this Board

in *Award 15*. Here, on May 30, 1997, Claimant bid on a Bridge Inspector's position after it was vacated by S. Kemp. According to the Organization, on June 9, 1997, the Carrier assigned the position to a junior employee.

For reasons fully discussed in *Award 15*, this claim must also be denied:

... [U]nder the plain language of Article 40, Section 4, assignments to the Inspector and Assistant Inspector positions "shall not be subject to promotion, assignment and displacement rules". The only stated requirement is that "preference shall be given to ... B&B ... foreman" Kemp was a B&B Foreman. Notwithstanding Claimant's greater seniority, Kemp therefore could be given "preference" to the assignment sought by Claimant.

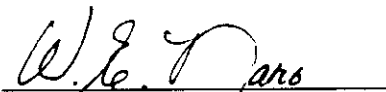
Moreover, as in *Award 15*, there is no showing by the Organization that the Carrier's decision was arbitrary.

AWARD

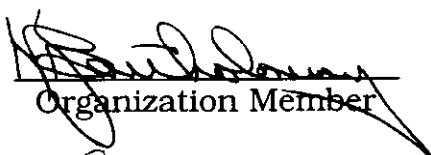
Claim denied.



Edwin H. Benn
Neutral Member



Carrier Member



Organization Member

Dated: April 4, 2002