

PUBLIC LAW BOARD NO. 6301

AWARD NO. 6
CASE NO. 6

PARTIES TO
THE DISPUTE: Brotherhood of Maintenance of Way Employees
and
Kansas City Southern Railway Company
(former **SouthRail** Corporation)

ARBITRATOR: Gerald E. Wallin

DECISION: Claim denied.

DATE: January 23, 2001

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier bulletined foreman and machine operator positions at Meridian, Mississippi as **SouthRail** positions, rather than **MidSouth** Rail Corporation foreman and machine operator positions (Carrier's File MO498 5173).
2. As a consequence of the violation referred to in Part (1) above, Foreman H. Everett and Machine Operator L. D. **Gilmore** '... should be allowed the **MidSouth** wage for the pay classification that they were assigned to beginning February 17, 1998. ***' "

FINDINGS OF THE BOARD:

The Board, upon the whole record and on the evidence, **finds** that the parties herein are Carrier and Employees within the meaning of the **Railway** Labor Act, as amended; that this Board is **duly** constituted by agreement of the parties; that the Board has jurisdiction over the dispute, and that the parties were given due notice of the hearing.

The instant Claim arose due to the configuration of the former **MidSouth** and **SouthRail** trackage acquired by Carrier. For purposes of this decision, the former **MidSouth** territory ran essentially east-west from Shreveport, Louisiana to Meridian, Mississippi. The portion of the former **SouthRail** operation involved in this dispute ran generally north-south within the State of Mississippi from Corinth to Waynesboro. The two lines intersected at the common terminal of Meridian, Mississippi.

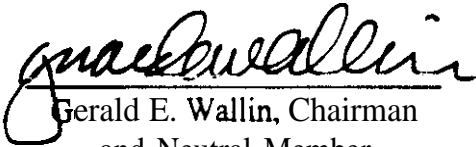
Although Claimants apparently held seniority on the former **MidSouth** roster, prior to the emergence of **this** Claim their positions had them working on the former **SouthRail** territory and headquartered at Waynesboro, which was a point exclusively on the **SouthRail** territory.

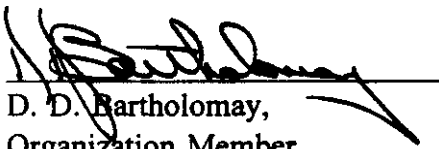
The Organization concedes that **Claimant's** former positions were abolished on February 6, 1998 and the *same* positions with the same gang number were rebulletined as **SouthRail** positions to be headquartered at Meridian. Nevertheless, the Organization asserted that Claimants were entitled to be paid under the applicable **MidSouth** agreement because of two factors: One, because Claimants held **MidSouth** seniority, and, two, because Meridian, Mississippi was a point on ~~the former MidSouth~~ territory. The ~~Organization~~ also contended that **several rules** supported its position.

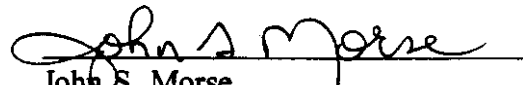
Careful examination of the rules upon which the Organization relies reveals that they pertain to the performance of work and not the headquarters location. Moreover, the Organization has not refuted the Carrier's assertion that Claimant's new positions did not have them performing any work on the former **MidSouth** territory.

The Organization had the burden of proof to establish all of the requisite elements of its Claim. On this record, we are compelled to **find** that it has failed to do so.

AWARD: The Claim is denied.


Gerald E. Wallin, Chairman
and Neutral Member


D. D. Bartholomay,
Organization Member


John S. Morse,
Carrier Member