

SPECIAL BOARD OF ADJUSTMENT NO. 1131

AWARD NO. 11
CASE NO. 11

PARTIES TO
THE DISPUTE: Brotherhood of Maintenance of Way Employees

vs.

Union Pacific Railroad Company
(former Missouri Pacific Railroad Company)

ARBITRATOR: Gerald E. Wallin

DECISION: Claim denied

DATE: August 6, 2001

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned “free zone” Pine Bluff Terminal Gang No.7933, with Southern Pacific Railroad (SP) prior *rights*, to ~~lay~~ new rail at a derailment site in ~~the~~ vicinity of Beime Junction on January 18, 19, 20, 21, 22 and 25, 1999, within the Missouri Pacific Railroad (MPR) *prior rights* territory of Track Foreman L. M. **Poarch**, Machine Operators N. C. Hobbs, L. D. **Kuykendall**, Truck Operators C. L. Pool, O. D. Webb and **Trackmen** J. L. Hillery, T. R. Langston and F. L. Brown between Mile Posts 429 and 429.25 near Gurdon Arkansas on the Little Rock Subdivision (Carrier’s File 1182389).
2. As a consequence of the violation referred to in Part (1) above, the **above-**named Claimants shall each be allowed eight (8) hours pay at their respective straight time rates of pay for each of the referenced claim dates.”

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.

This Claim seeks compensation for work performed by Pine Bluff Terminal Gang 7933

outside of the terminal limits. The Pine Bluff Terminal and the work site are wholly within the limits of the Arkansas Seniority Division. Claimants and the members of Gang 7933 held Arkansas Division seniority. The work performed in January of 1999 involved the laying of new rail at a derailment site.

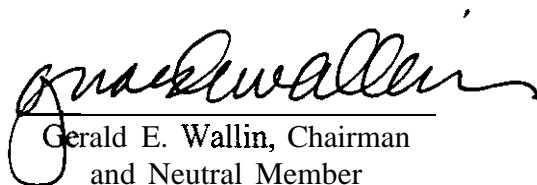
Except for the terminal gang working outside of its terminal, this Claim presents a fact pattern that is not materially different from those seen in our Award Nos. 1, 2 and 6.

Question No. 14 and its answer conclusively show that terminal gangs are not precluded from working outside of their terminals in prior rights areas while remaining within their seniority division. For purposes of this dispute, the ramification for doing so is potential displacement of non-prior rights holders.

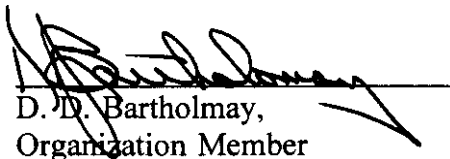
For the reasons expressed in our Award No. 1, this Claim must be denied. The "prior rights" established by the Implementation Agreement pertain to accessing positions and do not reserve work.

AWARD:

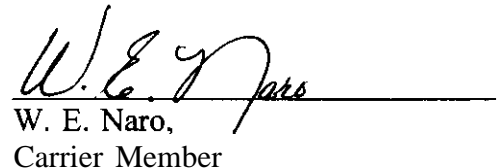
Claim denied.



Gerald E. Wallin, Chairman
and Neutral Member



D. D. Bartholmay,
Organization Member



W. E. Naro,
Carrier Member