

SPECIAL BOARD OF ADJUSTMENT NO. 1131

AWARD NO. 6
CASE NO. 6

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 3, 2001

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned Missouri Kansas Texas Railroad Company (MKT) *prior rights Gang No. 8777* to perform routine track maintenance work on February 24 and 25, 1999, within the Missouri Pacific Railroad (MPR) *prior rights* territory of Track Foreman R. R. Koci, Truck Operator R. L. Tennyson and **Trackmen** G. A. Usher and L. Ross between Mile Posts 700.00 and 717.25 and between Mile Posts 741.0 and 741.25 of the Dallas/Fort Worth Zone (Carrier’s File 1186997).
2. As a consequence of the violation referred to in Part (1) above, Claimants Koci, Tennyson, Usher and Ross shall each be compensated sixteen (16) hours at their respective straight time rates and one and one quarter hours at their respective time and one-half rates of pay.”

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 in February of 1999 by members of Gang 8777, which was an MKT prior rights gang. The work was performed entirely within the

Red River "B" Seniority Division although the work done on February 25, 1999 was within the limits of the Dallas-Ft. Worth Terminal established by the Implementation Agreement.

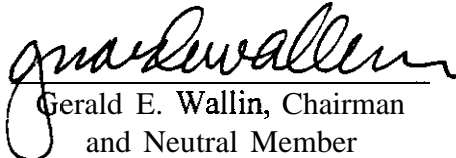
Except for the influence of the Dallas-Ft. Worth Terminal designation, the fact pattern involved in this Claim is no different from the patterns present in Award Nos. 1 and 2 of this Board.

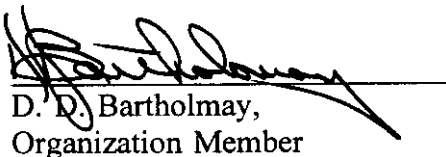
Question No. 14 and its answer conclusively show that prior rights gangs are not precluded from working into a terminal area within their seniority division. For purposes of this dispute, the ramification associated with working into a terminal area is that prior rights are not recognized. Members of a prior rights gang, therefore, are subject to displacement.

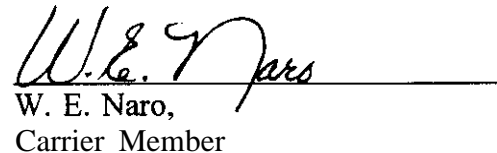
For the reasons expressed in our Award No. 1, this Claim must also be denied. The "prior rights" established by the Implementation Agreement pertain to accessing positions and do not reserve work.

AWARD:

Claim denied.


Gerald E. Wallin, Chairman
and Neutral Member


D. D. Bartholmay,
Organization Member


W. E. Naro,
Carrier Member