

SPECIAL BOARD OF ADJUSTMENT NO. 1131

AWARD NO. 2
CASE NO. 2

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 2, 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 #8942 to perform routine track maintenance work on April 27, 28 and 29, 1999, within the Missouri Pacific Railroad (MPR) *prior rights* territory of Machine Operators R. K. McKay and J. H. Moore between Mile Posts 687 and 7171 on the Choctaw Subdivision (Carrier's File 1194530).
2. As a consequence of the violation referred to in Part (1) above, Claimants McKay and Moore shall each be compensated twenty-four (24) hours' pay at their respective straight time rates of pay, plus eight percent (8%) interest compounded monthly beginning May 13, 1999 until paid."

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 surfacing performed on the Choctaw Subdivision by machine operators assigned to Gang 8942 in April of 1999. Gang 8942 was an MKT prior rights gang. The Choctaw Subdivision where the work was performed was former UP territory that was

consolidated into the new Red River "B" Seniority Division following the UP/SP merger. Emergency circumstances were not involved. Finally, the employees from Gang 8942 and Claimants all held Red River "B" seniority.

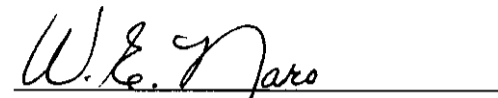
While the facts of this Claim obviously differ from those presented to this Board in Case No. 1, the fact *pattern* that results is identical to that of Case No. 1. For the reasons expressed in our Award No. 1, this Claim must be likewise denied. The "prior rights" established by the Implementation Agreement 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