

Award No. 228

Docket No. 228

Mopac File 247-6656

Parties      Brotherhood of Maintenance of Way Employees  
to              and  
Dispute:      Missouri Pacific Railroad Company

Statement  
of Claim:

1. Carrier violated the effective Agreement when, since March 1, 1983, Midland Valley Subdivision Foreman G. Burge, an assistant foreman and four trackmen have been working on KO&G Subdivision territory between Muskogee and Okay Junction, Oklahoma, Mile Post 120 to Mile Post 134, pole 25.

2. KO&G Seniority District employees Track Foreman K. R. Austin, Asst. Foreman G. D. Harris, and Trackmen R. D. Hall, Nelson L. Harjo, Pete Johnson and Donnie G. Clifford shall each be allowed eight (8) hours each work day, including any holidays falling therein and any overtime which would have accrued to them, beginning March 1, 1983, and continuing until the territory between Muskogee and Okay Junction is restored to the KO&G Subdivision and the Midland Valley employees removed from that territory.

Findings: The Board, after hearing upon the whole record and all evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated January 5, 1959, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

The above claims represent a jurisdictional dispute between M of W employees of two different seniority districts.

One such district involved the Midland Valley Seniority District which is the territory extending from Barnsdall to Panama, Oklahoma and the other seniority district, the KO&G Seniority District, extends from Okay Junction to KO&G Junction.

The assertions by the Employees are that employees of the Midland Valley Seniority District performed work on a twelve-mile portion of the KO&G Seniority District between Okay Junction and Muskogee.

The Carrier who denied the claim has stated and maintained:

"...Any work that was performed by these employees was of an emergency nature and in line with past practice."


Such contention remained uncontested. The Employees never attempted to present any evidence to dispute that.

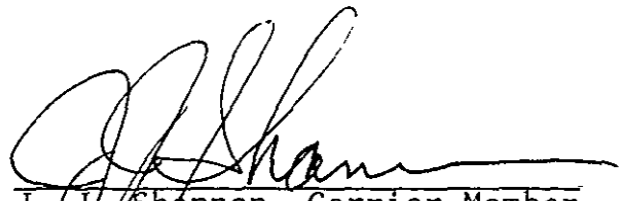
Rule 6 of the Schedule Agreement - "Transferring Temporary Service," in part reads:

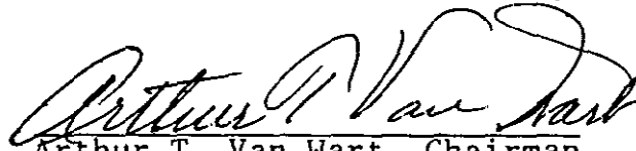
"(a) Employees where gangs temporarily transferred by direction of the Management from one seniority district to another will retain their seniority rights under the district from which transferred."

The Board finds that all the Claimants were fully employed through the claim period. However, they have suffered no monetary loss. No specifics have been offered to support the claims and, consequently, it must be concluded that what is contested is an alleged principle unsupported by any facts. In the circumstances the claims will be denied as per findings.

Award: Claims denied.

  
M. A. Christie, Employee Member

  
J. J. Shannon, Carrier Member

  
Arthur T. Van Wart, Chairman  
and Neutral Member

Issued August 23, 1986.