

Award No. 229

Docket No. 229

Mopac File 247-6800

Parties Brotherhood of Maintenance of Way Employees  
to and

Dispute: Missouri Pacific Railroad Company

Statement  
of Claim:

1. Carrier violated the effective Agreement when the Woods Contractor Company put up forty crossing buck signs on the Midland Valley Seniority District in October and November, 1983 and deprived Foremen Gerald G. Burge and Trackmen Howard McIntyre and J. W. Curl of the right to perform said work.

2. Carrier also violated Article IV of the National Agreement dated May 17, 1968 when it gave no notice to the General Chairman of its intention to contract the above work, which is Maintenance of Way work.

3. Claimants Foreman Burge and Trackmen McIntyre and Curl shall each be paid for a proportionate share of the man hours consumed by Woods Contractor Company putting up crossing buck signs on the Midland Valley Seniority District for a total of eighty (80) hours.

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 Carrier, on December 6, 1982, entered into a contract with Woods Dirt Contractors for the installation of crossbuck signs on the Oklahoma, Wagoner and Midland Valley Subdivisions.

The work was contracted at the request of the State of Oklahoma, which was to reimburse the Carrier for the cost of installing the crossbucks.

The claims filed thereon were discussed in conference on June 19, 1984. The General Manager agreed:

"It was agreed in conference, offer was extended to pay eight hours pro rata rate to each of the following: Gerald G. Burge, H. McIntyre, and J. W. Curl full settlement of the above claim and not to be referred to again."

The General Chairman July 5, 1984 advised:

"At this conference you offered to settle this claim by paying each Claimant eight (8) hours.

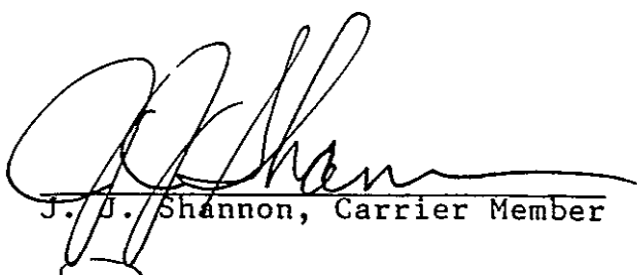
Please be advised we are agreeable to your offer. I would appreciate your advising when this claim is paid."


The General Chairman, under date of July 27, 1984, advised the Carrier that one of the Claimants was not satisfied with the settlement and that he now desired to carry the claim forward.

The Board finds this claim to be moot. It was settled by the highest designated representatives of the parties on June 19, 1984.. Litigation ends when settlements are entered into. Here, the litigation on this dispute ceased June 19, 1984. This claim will be dismissed on the basis of it having been previously settled.

Award: Claim dismissed as per findings.

  
M. A. Christie, Employee Member

  
J. J. Shannon, Carrier Member

  
Arthur T. Van Wart, Chairman  
and Neutral Member

Issued August 23, 1986.