

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26372
Docket Number MW-26272

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: ((Brotherhood of Maintenance of Way **Employees**
(National Railroad Passenger Corporation
(Amtrak) - Northeast Corridor

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Agreement was violated when Bridge and Building **employees** from Work Zone 2 performed Bridge and Building work in Work Zone 4 during the period from May 4, 1983 to July 1, 1983 (System File NEC-BMWE-SD-715).

(2) Because of the aforesaid violation, Messrs. D. Parker, T. Hudson, E. **Pewdo**, M. Cameron and W. Robinson shall each be allowed one hundred **fifty-two** (152) hours of pay at their respective straight time rates; Messrs. H. Smart, A. Gardner, **J. Gordian**, P. Mathews and **J. Young** shall each be allowed one hundred twenty (120) hours of pay at **their** respective straight time rates; Messrs. E. **Hollins**, V. Graham, **G. Allman**, S. **Ianello** and W. Craven shall each be allowed forty (40) hours of pay at their respective straight time rates; Messrs. K. **Komarnick**, M. **Calka** and W. Callahan shall each be allowed **one** hundred ninety-two (**192**) hours of pay at **their** respective straight time rates; Mr. S. **DiGregorio** shall be allowed one hundred eighty-four (184) hours of pay at his straight time rate and Mr. M. Gibson shall be allowed one hundred forty-four (144) hours of pay at his **straight** time rate."

OPINION OF BOARD: This dispute involves a series of incidents in which employees from Work Zone 2 performed Bridge and Building work in Work Zone 4. Work Zones 1 through 4 are encompassed in a single seniority district (the Southern District). Such Work **Zones** are described in Rule 14.

The identical issue was extensively reviewed by Public Law Board No. 3932, Awards 1-5. Award No. 1 of that Board states as follows:

"... we find that Rule 14 nowhere prohibits Carrier from using employees in 'cross-zone' service. Rule 14 merely designates the different zones and the advertising of positions within those **zones**. The **Organization** has failed to demonstrate any language **prohibiting** Carrier from utilizing employees in 'cross-zone' service....

In sum, **the** Organization has failed to establish, through **contractual** support or evidence of **past practice**, that Carrier is prohibited from allowing an **employee** to work in a **zone** other than his designated **zone**."

Upon full review of the **Organization's** position, this Board finds nothing to suggest that the conclusions reached by Public Law Board No. 3932 are inapplicable here.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in **this** dispute are respectively Carrier and Employees within the meaning of **the** Railway Labor Act as approved **June** 21, 1934;

That this Division of **the** Adjustment Board has jurisdiction over the dispute involved herein; and

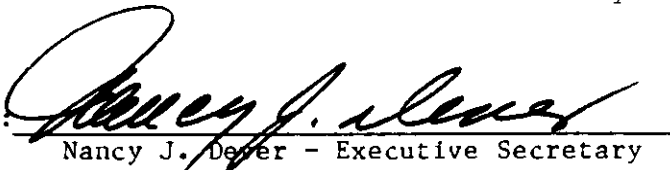
That the Agreement was **not** violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 25th day of June 1987.