

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

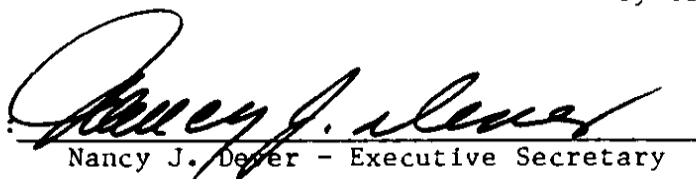
That the Agreement was not violated.

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.