

PUBLIC LAW BOARD NO. 6676

**PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
TO)
DISPUTE) NORFOLK AND SOUTHERN RAILWAY COMPANY**

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

- 1. The Agreement was violated when the Carrier failed and refused to allow Machine Operator George Crawford the \$1,000 lump sum payment when it required him to work on two or more managerial territories from July 18, 2000 through January 8, 2001.**
- 2. As a consequence of the violation referred to in Part (1) above, Machine Operator George Crawford shall now be allowed the \$1,000 lump sum payment. (Carrier File: MW-DECR-01-08-LM-071)**

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction over the dispute involved herein; and, the parties were given due notice of hearing thereon.

The contractual agreement provisions, and positions of the parties relative to same, that give rise to the dispute here at issue are as already reviewed in Case No. 1, Award No. 1, of this Board. That is, interpretation and application of the Seniority Realignment Agreement of February 21, 2000 and the September 26, 1996 National Agreement involving non-DPG gangs that work between two or more managerial division territories being entitled to a lump sum payment under certain prescribed conditions.

In study of the record the Board is not convinced that Claimant may be held to have worked on two managerial division territories in the performance of work during the period of time referenced in the claim.

Claimant was assigned to an Illinois Managerial Division position as a ballast regulator operator with SM-20 Gang, involved in construction of a new interlocking or crossover to the CSX mainline at a location that the Carrier submits was not then

part of any managerial division territory. The gang, according to the Carrier, and not otherwise disputed on the property, worked under the jurisdiction of the Illinois Division the entire time period. Further, the Carrier says that the interlocking area was thereafter designated to be maintained by employees of the Illinois Division.

The Board also finds it significant, as the Carrier offers, that during the handling of the claim on the property that Claimant did not identify which other managerial division he allegedly worked.

Although the Carrier questions argument that the SM-20 Gang is the type of gang contemplated by the above mentioned agreements, there is no question, without giving consideration to such matter, that the contractual provisions of Article V(C) of the Seniority Realignment Agreement of February 21, 2000 expressly state that to be eligible to receive the lump sum payment here being sought that work be performed between two or more managerial division territories. It thus being evident that Claimant has failed to even meet that burden, the claim will be denied for lack of agreement support of record.

AWARD:

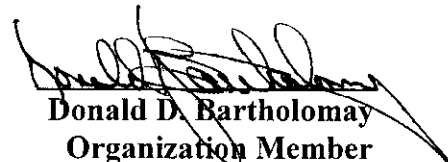
Claim denied.



Robert E. Peterson
Chair & Neutral Member



Dennis L. Kerby
Carrier Member



Donald D. Bartholomay
Organization Member

Norfolk, VA
October 28, 2004