

**PUBLIC LAW BOARD NO. 6399**

**CASE NO. 32  
AWARD NO. 32**

**Brotherhood of Maintenance of Way Employes  
Division - IBT Rail Conference**

**and**

**Norfolk Southern Railway Company  
(former Norfolk & Western Railway Company)**

**Claimant: R. Beebout**

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STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it required Mr. R. Beebout to perform service across two (2) managerial division boundaries on the Western Region without benefit of the agreed to lump sum payment on August 14, 2019 (System File D-191NS-11/MW-FTW-19-113-LM-699 NWR).
2. As a consequence of the violation referred to in Part 1 above, Claimant R. Beebout shall now be compensated one thousand dollars (\$1,000.00) for performing service across two (2) managerial division boundaries on the Western Region on August 14, 2019.”

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the Carrier and Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as amended, that the Public Law Board 6399 has jurisdiction over the dispute involved herein and that the parties were given due notice of hearing thereon.

The Claimant has established and maintains seniority in the Carrier’s Maintenance of Way and Structures Department. On the date giving rise to the instant dispute, the Claimant was assigned as a material handling truck operator headquartered in Frankfort, Indiana on the Carrier’s Lake Division.

On August 14, 2019, the Claimant was instructed to operate his material handling truck from his assigned headquarters at Frankfort, Indiana on the Carrier’s Lake Division to Colburn, Indiana on the Carrier’s Illinois Division at Mile Post D 243.9 for the purpose of loading and hauling a frog to

Mile Post SP 257.2 on the Carrier's Lake Division. The Illinois Division is a former NW-Wabash managerial division.

The Organization filed this claim on September 17, 2019, which was denied by the Carrier on November 1, 2019. The claim was appealed to the highest officer on-property. As the parties were unable to resolve the claim, it is now properly before this Board for final adjudication.

The Organization contends that the Carrier required the Claimant to perform service across two managerial divisions on its Western Region, but failed to compensate him with the agreed-upon lump sum payment referenced in the February 27, 2000 Memorandum of Agreement Side Letter No. 6 between the parties, which reads:

This confirms our understanding with respect to Section V(C) that provides that the current boundaries of the managerial divisions on the NKP and NW -Wabash and Eastern and Western Regions are frozen for the purposes of determining if a position works across two or more territories for eligibility for the referenced up to \$1000 lump sum bonus.

The Organization contends that the Carrier's assertion that the work must be for the benefit of the foreign division in order for the lump sum bonus to be owed is not supported by the plain language of the Agreement. The Organization contends that if the Carrier had intended for such a restriction to be included within the language of the side letter, it should have negotiated the terms and included them within the letter. The Organization contends that because the Claimant performed work across two managerial division boundaries, he was therefore entitled to the lump sum payment under the plain language of Side Letter No. 6.

The Carrier contends that while there is no dispute that the Claimant was assigned to load and haul a frog from the Illinois Division on the date in question, the frog was for the benefit of the Lake Division and therefore the assignment of the Claimant to retrieve the frog across the managerial lines of the Lake and Illinois Divisions does not qualify him for the lump sum bonus as he returned to the Lake Division with the material.

The Carrier contends that it is well-settled that in order to qualify for the lump sum payment, an employe must perform actual meaningful work on the second managerial division for the benefit of that division. Awards 4 and 5 of Public Law Board 6676. Furthermore, the Claimant was assigned to a fixed headquartered Material Handling Truck Operator position, not a member of any gang.

While Public Law Board 6676 did not determine the exact issue here, we find the reasoning of that Board to be unassailable, and applicable to the situation before us. In on-property Award 4 of Public Law Board 6676, the Board wrote,

[I]t seems evident that the work or service in controversy required of Claimant in picking up and moving the crane from one yard in close geographical proximity to another yard, may not be properly viewed as "work" between two or more managerial division territories as contemplated by the Realignment Agreement.

The work or service required of Claimant was not primarily for the benefit of an adjacent managerial division, nor does a mutuality of interest appear to have existed involving operation of the crane for work purposes between two managerial divisions. The picking up of the crane from an adjacent yard, albeit a yard in a different managerial division, was clearly solely and incidental to Claimant's performance of work on his own assignment on the Illinois Managerial Division.

Accordingly, in view of the facts and circumstances of record in this particular case, and the past practice by the parties over the years with respect to this type of service or task not having constituted a basis for a penalty payment, the claim will be denied.

*Accord*, Award 5 of Public Law Board 6676.

Here, the Claimant was asked to cross managerial divisions to pick up a frog to be installed in his home Division, and not a crane or ballast, but we find that, as in the previous cases, the mere retrieval did not constitute "work" between the two divisions as intended by the Agreement.

AWARD


Claim denied.

ORDER

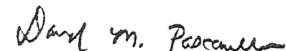
This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.



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Scott M. Goodspeed,  
Carrier Member



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Kathryn A. VanDagens,  
Chairman



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David M. Pascarella,  
Employee Member

Dated: 2-23-2026