

AWARD NO. 9

Case No. 9

Organization File No. BG A091103

Carrier File No.

PUBLIC LAW BOARD NO. 7460

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
)
TO)
)
DISPUTE) PADUCAH & LOUISVILLE RAILWAY

STATEMENT OF CLAIM:

1) The Agreement was violated when the Carrier assigned outside forces to perform Maintenance of Way and Structures work (build switches) at Mile Posts 208, 210.3 and 226 on September 9, 10, 15, 16, 17 and 18, 2009.

2) The Agreement was further violated when the Carrier failed to furnish the General Chairman with a proper advance written notice of its intent to contract said work or enter good-faith discussions on this matter as required by Appendix 8.

3) As a consequence of the violations referred to in Parts (1) and/or (2) above, Claimants T. Hardison, R. Brasher, S. W. Wilson, S. K. Wilson and B. Case shall now each be compensated for twenty-six (26) hours at their respective straight time rates of pay.

FINDINGS:

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated December 16, 2010, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

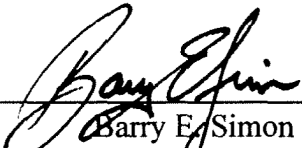
Between September 9 and 18, 2009 the Carrier utilized a contractor to build track switches at Mile Posts 208, 210.3 and 226. This is work that falls within the scope of duties regularly

performed by members of the Maintenance of Way craft. This claim was filed on behalf of various Track Subdepartment employees, contending that the Carrier violated the Agreement, specifically Appendix 8, by contracting out this work.

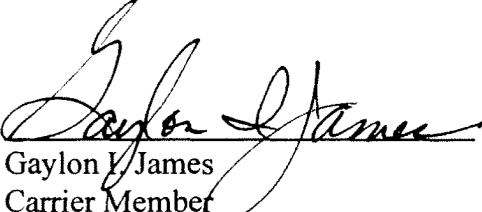
The issues presented in this case are identical to those raised in Case No. 5 before this Board. In that case, the Carrier asserted that Appendix 8 has no application because the terms of Appendix 10 had been satisfied. As in that case, it is undisputed that the Carrier had at least thirty-six full time active Maintenance of Way employees.

For the reasons fully explained in Award No. 5, we find that the Agreement was not violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Timothy W. Kreke
Employee Member


Gaylon I. James
Carrier Member

Dated: July 24, 2011
Arlington Heights, Illinois