

PUBLIC LAW BOARD NO. 1844

AWARD NO. 15

CASE NO. 7

PARTIES TO THE DISPUTE:

Brotherhood of Maintenance of Way Employees
and

Chicago and North Western Transportation Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when outside forces were used to haul and handle track material and to perform roadbed and shoulder grading work at and between Cortland and Franklin Grove, Illinois beginning September 23, 1974 (System File 81-1-217).
- (2) The Agreement was further violated when the Carrier did not give the General Chairman prior written notification of its plans to assign said work to outside forces.
- (3) Because of the aforesaid violations, Assistant Foreman-Truck Driver L. R. Gonzales and Machine Operators D. E. Harriss and D. E. Meyer each be allowed pay at their respective rates for an equal proportionate share of the total number of hours expended by outside forces."

OPINION OF BOARD:

Careful review of the record before us shows that this case is governed in all material respects by our Opinion and Findings in Award No. 13, Case No. 1. As in that case, Carrier herein failed to meet its obligations under Rule 1 to provide notice and consultation with the General Chairman before contracting out work covered by the Scope Rule. For reasons developed in greater detail in our Award No. 13, however, this case likewise is not an appropriate one for monetary damages. A substantial body of precedent not of our making but which we may not

ignore establishes that in these Article IV notice type cases money damages will not lie in the absence of a proven loss of earnings or work opportunity. No such showing has been made on this record by Claimants and we are constrained to deny the compensation requested in the claim.

FINDINGS:

Public Law Board No. 1844, upon the whole record and all of the evidence, finds and holds as follows:

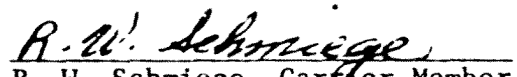
1. That the Carrier and Employee involved in this dispute are, respectively, Carrier and Employee within the meaning of the Railway Labor Act;
 2. that the Board has jurisdiction over the dispute involved herein;
- and
3. that the Agreement was violated.

AWARD

Claim sustained to the extent indicated in
the Opinion.


Dana E. Eischen, Chairman


O. M. Berge, Employee Member


R. W. Schmiede, Caroler Member

Dated: Aug 18, 1977