

BEFORE PUBLIC LAW BOARD NO. 6043

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
IBT RAIL CONFERENCE**

and

ILLINOIS CENTRAL RAILROAD COMPANY

Case No. 334

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it used outside forces to perform the Maintenance of Way work of road crossing replacement at Mile Post 44 at Nicholson Road near Lincoln, Illinois (System File All 1104/IC-BMWED-2011-00148 ICE).
2. The Agreement was further violated when the Carrier failed to comply with the advance notification and conference provisions in connection with its plans to contract out the above-described work and failed to assert good-faith efforts to reduce the incidence of subcontracting and increase the use of Maintenance of Way forces as required by Appendix C and Appendix C-1 (the December 11, 1981 National Letter of Agreement).
3. As a consequence of the violations referred to in Parts 1 and/or 2 above, Claimants G. Gatton, J. Oller and G. McLeave, Jr. shall each be compensated for (8) straight time hours and four (4) overtime hours per day for two (2) days."

FINDINGS:

The Organization filed a claim on behalf of the Claimants, alleging that the Carrier violated the Agreement by using outside forces to perform Maintenance of Way work, and by failing to comply with the Agreement's notice and conference provisions in connection with its plans to contract out the work at issue. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the work at issue is clearly reserved to Carrier's Maintenance of Way and Structures Department forces, because the Carrier failed to comply with the Agreement's

advance notice and conference provisions relating to its plans to contract out the work at issue, because the Carrier failed to assert a good-faith effort to reduce subcontracting and increase the use of Maintenance of Way forces, because there is no merit to the Carrier's defenses, and because the requested remedy is appropriate. The Carrier contends that the instant claim should be denied in its entirety because the Carrier complied with its notice and conference obligations, because the Carrier was permitted to contract out the work in question, because the Organization has failed to meet its burden of proof, and because the requested remedy is unsubstantiated, excessive, and punitive.

The parties being unable to resolve their dispute, this matter came before this Board.


This Board has reviewed the record in this case, and we find that there was notice that was served on the Organization that the parties met and conferenced the proposed subcontracting at issue. Consequently, that part of the Organization's claim is denied.

With respect to the merits, the record reveals that there were insufficient Carrier resources, equipment, and employees to perform the work that was required for the project of road crossing replacement at Mile Post 44 at Nicholson Road near Lincoln, Illinois. The Carrier presented evidence that the project required the services of an outside contractor with the equipment and the manpower to perform the work. The record also reveals that the employees represented by the Organization were fully employed and no Claimants lost any pay as a result of the Carrier's action.


For the above-stated reasons, this Board has no choice other than to deny this claim.

AWARD:

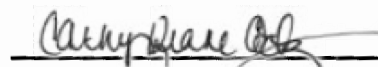
The claim is denied.



PETER R. MEYERS
Neutral Member



ORGANIZATION MEMBER
DATED: July 24, 2018 -----



CARRIER MEMBER
DATED: July 24, 2018 -----