

BEFORE PUBLIC LAW BOARD NO. 7566

CASE NO. 175

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

DIVISION – IBT RAIL CONFERENCE

and

WISCONSIN CENTRAL LTD.

Carrier's File WC-BMWED-2019-00007

Claimant: C. Weisz

STATEMENT OF CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier violated Rules 1 and 13 of the Agreement when it supplanted its existing workforce in an effort to deny an overtime work opportunity for Mr. C. Weisz by assigning non-agreement employees, employed by Bowman Construction to perform the duties of salting and sanding due to icy walking conditions on the Rainy Subdivision around the depot in Ericsburg, MN, on January 3, 2019 (Carrier's File WC-BMWED-2019-00007 WCR).
2. As a consequence of the violation referred to in Part 1 above, Claimant C. Weisz shall now be compensated at the trackman rate of pay for a total of three (3) hours at the applicable time and one-half rate of pay.”

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier or employee within the meaning of the Railway Labor Act as approved June 21, 1934.

Public Law Board 7566 has jurisdiction over the parties and the dispute involved herein.

In this matter, the original claim stated that the alleged work performed by Bowman Construction was performed on the Rainy subdivision near the Ericsburg, Minnesota depot. When the Carrier responded that there was no work performed in or around the Rainy subdivision, the Organization responded in a letter dated April 19, 2019:

The Carrier claims that the work that is the subject of this claim was not performed at the Ericsburg, MN depot. Upon further investigation, the Organization discovered that the non-agreement employees of Bowman Construction actually performed this work at the Ranier yard which is eight (8) miles from the Ericsburg Depot.

The Ranier yard is ordinarily and customarily maintained by the Claimant.

The Carrier responded to the initial claim and the Organization agreed with the response that there was no work performed at Ericsburg. The Organization did not seek to file another claim because it was time-barred.

The Organization did not develop the necessary information to file an accurate claim prior to the filing to the claim. The Carrier properly denied the initial claim because it failed to state facts upon which a claim could be granted. The Organization attempts to amend the claim, however, the Carrier maintains that it properly denied the claim and there is no provision for amending faulty claims in the Agreement.

The Carrier responded to the initial claim and the Organization agreed and modified its claim. However, there is no provision in the Agreement for amending claims. The Organization was bound by the initial claim and there is no dispute that the initial claim was properly denied because it is unsupported by the evidence.

Claim denied.



Patrick Crain
Carrier Member



Adam Gilmour
Organization Member



Brian Clauss
Neutral Member

Dated: December 20, 2023