

SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 78
Case No. 78

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees
and

CSX Transportation, Inc. (former Louisville and
Nashville Railroad Company)

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned an outside concern to perform Maintenance of Way work (remove several tracks and construct new tracks) from December 18, 1995 through January 19, 1996 in Boyles Yard at Birmingham, Alabama [System File 17(1)(96)/12(96-526) LNR].
2. The Agreement was further violated when the Carrier did not act in good faith in the issuance of the contracting out of work notice and the subsequent contracting conference which is required by Article IV of the May 17, 1968 National Agreement and the December 11, 1981 Letter of Agreement
3. As a consequence of the violations referred to in Parts (1) and/or (2) above, Birmingham S&NA South Seniority District Track Subdepartment employees J. C. Edgeworth, M. L. Munn, R. L. Sutton, R. Hayes, J. N. Finch, L. L. Robinson, J. H. Hicks, K. M. Pritchett, W. Brown, G. A. Pittman, M. Baylor and L. Williams shall each be paid eight (8) hours of pay at their respective straight time rates for each workday from December 18, 1995 through January 19, 1996

FINDINGS:

This Board, upon the whole record and all of the evidence, finds and holds as follows:

1. That the Carrier and the Employees involved in this dispute are, respectively, Carrier and Employees within the meaning of the Railway Labor Act, as amended,; and
2. That the Board has jurisdiction over this dispute.

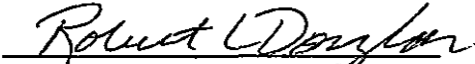
OPINION OF THE BOARD:

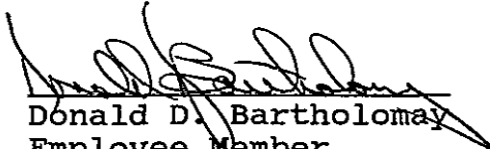
A careful review of the record indicates that outside forces performed the disputed work, which the original advance notice furnished by the Carrier to the Organization concerning the project did not cover.

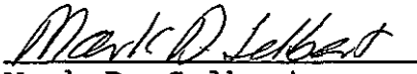
As a result and in the context of the special circumstances of the present dispute, the record further reflects that the payment of 112 hours to each of the Claimants provides the most accurate remedy for the actual amount of work the outside concern performed that the advance notice to the Organization did not cover.

AWARD:

The Claim is sustained in accordance with the Opinion of the Board. The Carrier shall make the Award effective on or before 30 days following the date of this Award.


Robert L. Douglas
Chairman and Neutral Member


Donald D. Bartholomay
Employee Member


Mark D. Selbert
Carrier Member

Dated: Nov. 2, 2000