

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 32745  
Docket No. MW-30304  
98-3-92-3-32**

**The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.**

**PARTIES TO DISPUTE: (**  
**(Brotherhood of Maintenance of Way Employees**  
**(Union Pacific Railroad Company (former Missouri**  
**( Pacific Railroad)**

**STATEMENT OF CLAIM:**

**"Claim of the System Committee of the Brotherhood that:**

- (1) The Agreement was violated when the Carrier assigned outside forces (Gilliam Railroad Services) to pick up old crossties between Marshall and Napton, Missouri on Saturday, June 2 and Saturday, June 9, 1990 (Carrier's File 900598 MPR).**
- (2) The Carrier also violated Article IV of the May 17, 1968 National Agreement when it failed to furnish the General Chairman with proper advance written notice of its intention to contract out said work.**
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, Machine Operators R. E. Kautz, E. A. Kramer and K. A. Porter shall each be allowed sixteen (16) hours' pay at their overtime rates for the work performed on June 2 and 9, 1990."**

**FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

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

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

By letter dated February 13, 1990, the Carrier notified the Organization for various listed subdivisions and branches of its "intent to solicit bids to contract the unloading of cross and switch ties and the pick up and removal of scrap ties and debris for the Carrier's Tie Program." By letter dated February 26, 1990, the Organization acknowledged the February 13, 1990 notice and further confirmed that the parties held a conference on February 16, 1990, where the Organization objected to the contracting of the work. In its February 26, 1990 letter, the Organization also took the position that the notice was not sufficiently specific.

The Carrier contracted the work. This claim followed.

With respect to notice, as confirmed by the Organization's February 26, 1990 letter, we find that notice of contracting was given and conference between the parties was held as specified in Article IV. We further find that the notice was sufficiently specific.

As to the merits of the contracting action, this is the same kind of work resulting in denials of claims by this Board where we found that "in the past the Carrier has contracted out similar work which has been acquiesced to by the Organization." Third Division Awards 31277, 31273. Those Awards govern this dispute.

The Carrier's other arguments are moot.

### AWARD

Claim denied.

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**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 23rd day of September 1998.**