

**PUBLIC LAW BOARD NO. 5652**

**PARTIES )**      **BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**  
**TO )**  
**DISPUTE )**      **UNION PACIFIC RAILROAD COMPANY (FORMER MISSOURI**  
                                 **PACIFIC RAILROAD COMPANY)**

**STATEMENT OF CLAIM**

1. The Agreement was violated when the Carrier assigned outside forces (Power Track) to perform Maintenance of Way work to "... load materials such as rail, crossties and crossing planks from the middle of the Harlingen Yard to a recently constructed fenced area by Fair Park Boulevard. \*\*\* used a backhoe and trailer to load and transport rubber pads and crossing materials from Harlingen to Alamo, Texas (MP 27.1 on Mission Branch)." (Carrier's File 900631 MPR).
2. The Carrier also violated Article IV of the May 17, 1968 National Agreement when it failed to furnish the General Chairman with a 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, Kingsville Division employees R. T. Lucio, A. Hinojosa and S. Acevado shall each be allowed twenty (20) hours' pay at their re-

spective overtime rates of pay [ten (10) hours each day] for the time consumed by the outside forces in the performance of the aforesaid work on June 23 and 24, 1990.

**OPINION OF BOARD**

As disclosed by the record developed between the parties, by letter dated May 14, 1990, the Carrier served the following notice on the Organization:

This is to advise of the intention of the Company to solicit bids to contract the following work:

Place: Houston, Freeport, Angleton and Bay City, Bloomington, Corpus Christi, Odem, Pleasanton, Kingsville, Harlingen and Brownsville.

Specific Work: Tie renewal, crossing renewal and drainage work. Equipment to be contracted: Backhoe, dumptruck, dozer.

\* \* \*

Conference was held on May 18, 1990, with the Organization objecting to the work being contracted out.

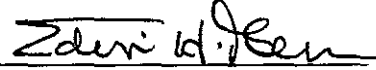
The general principles governing contracting out cases for the Carrier are found in *Award 1* of this Board.

Notwithstanding the Organization's assertion that it was not afforded notice of the Carrier's intent to contract out the work in dispute, the record shows that such notice was served on the Organization by letter dated May 14, 1990. That letter specifically set forth the location and type of work and included the disputed work in this case at Harlingen. According to the claim, the work did not commence until June 23, 1990. In light of the May 14, 1990 notice, we find that the 15 day notice requirements of Article IV of the 1968 Agreement have been met.

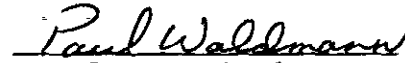
On the merits, the record sufficiently demonstrates that this kind of work has been contracted out in the past. We shall therefore deny the claim.

**AWARD**

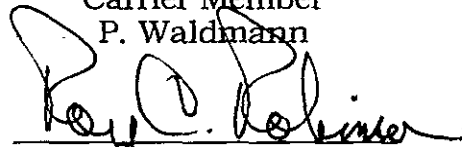
Claim denied.



Edwin H. Benn  
Neutral Member



Carrier Member  
P. Waldmann



Organization Member  
R. C. Robinson

Chicago, Illinois

Dated:

