

**PUBLIC LAW BOARD NO. 5652**

**PARTIES     )**     **BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**  
**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 (Gilliam Railroad Services) to pick up old crossties between Mile Post 187 and Mile Post 180 on the River Subdivision of the Old Eastern Division on Saturday, July 14 and Sunday, July 15, 1990 (Carrier's File 900636 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 and E. A. Kramer shall each be allowed sixteen (16) hours' pay at their time and one-half rates for the work performed on July 14 and 15, 1990.

**OPINION OF BOARD**

By letter dated February 13, 1990, the Carrier informed the Organization as follows:

This is to advise of the Carrier's 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 as follows:

<u>Subdivision/Branch</u>	<u>MP</u>	<u>MP</u>
River	128.00	203.00

\*     \*     \*

Conference was held on February 16, 1990 with the Organization objecting to the contracting out of the noticed work. The work was performed by the contractor (Gilliam Railroad Services) on July 14 and 15, 1990.

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

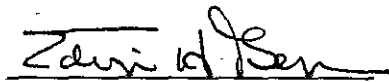
Notwithstanding the Organization's assertion that it was not afforded notice of the Carrier's intent to contract out the work in dispute, the record shows that such


notice was served on the Organization by letter dated February 13, 1990. That letter specifically set forth the location and type of work and included the disputed work in this case on the River Subdivision. According to the claim, the work did not commence until July 14, 1990. In light of the February 13, 1990 notice, we find that the 15 day notice requirements of Article IV of the 1968 Agreement have been met.

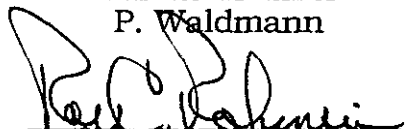
On the merits, the record sufficiently demonstrates that this kind of work has been contracted out in the past. We shall therefore deny the claim.

**AWARD**

Claim denied.

  
Edwin H. Benn  
Neutral Member

  
Carrier Member  
P. Waldmann

  
Organization Member  
R. C. Robinson

Chicago, Illinois

Dated: January 9, 1997