

PUBLIC LAW BOARD NO. 6249

PARTIES) **BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**
TO)
DISPUTE) **UNION PACIFIC RAILROAD COMPANY (FORMER SOUTHERN**
 PACIFIC TRANSPORTATION COMPANY (EASTERN LINES))

STATEMENT OF CLAIM

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned an outside concern (J. C. Trucking Company) to transport roadway track equipment from Denver, Colorado to Houston, Texas and return equipment to Denver, Colorado on June 4, 5 and 6, 1996 (System File MW-96-148/BMW 96-255 SPE).

2. The Agreement was further violated when the Carrier failed to give the General Chairman advance written notice of its intention to contract out the work in question in accordance with Article 36 and violated the December 11, 1981 Letter of Agreement when it failed to make a good-faith effort to reduce the incidence of contracting and to rent or lease equipment if necessary to perform this work.

3. The Agreement was further violated when the Carrier's highest designated officer failed to give reasons for denying the claim in its January 23, 1997 letter as required by Article 15, Section 1(a).

4. As a consequence of the violations referred to in Parts (1), (2) and/or (3) above, Heavy Duty Truck Driver B. L. Firasek shall now be allowed thirty-two (32) hours of pay at the truck driver's straight time rate and sixteen (16) hours of pay at the truck driver's time and one-half rate.

OPINION OF BOARD

Without prior notice to the Organization, the Carrier utilized a contractor to move equipment between locations on the Eastern Lines and the D&RGW.

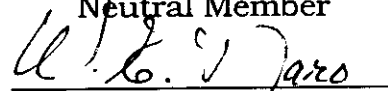
For the reasons set forth in Award 13 of this Board, this claim shall denied.

AWARD

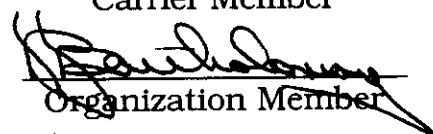
Claim denied.



Edwin H. Benn
Neutral Member



Carrier Member



Organization Member

Dated: May 2, 2002