

**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 Beaumont, Texas to Denver, Colorado on April 15 and 16, 1996 (System File MW-96-104/BMW 96-203 SPE).

2. The Agreement was further violated when the Carrier failed to give the General Chairman proper 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 24, 1997 letter.

4. As a consequence of the violations referred to in either Parts (1), (2) and/or (3) above, Heavy Duty Truck Driver T. Caesar 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**

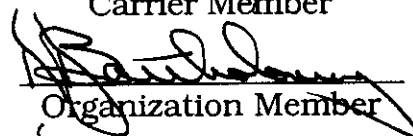
Claim denied.



Edwin H. Benn  
Neutral Member



Carrier Member



Organization Member

Dated: May 2, 2002