

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 (Pacer Trucking Company) to transport roadway track material and Roadway Machined Department equipment from the Panel Yard, Houston, Texas to Sacramento, California beginning September 23, 1996 (System File MW-97-26/BMW 97-66 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. As a consequence of the violations referred to in either Parts (1) and/or (2) 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 Western Lines.

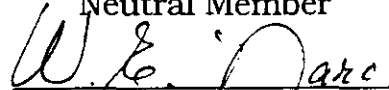
For the reasons set forth in *Award 13* of this Board, this claim shall denied.

AWARD

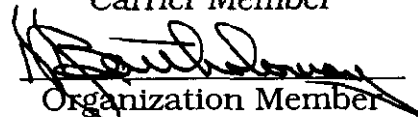
Claim denied.



Edwin H. Benn
Neutral Member



Carrier Member



Organization Member

Dated: May 2, 2002