

**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 outside contractors (Keen Trucking Company and Prester Trucking Company) to utilize three (3) heavy duty trucks to transport three (3) Maintenance of Way machines from Welton, Arizona to San Antonio, Texas on November 11, 12, 13, 14 and 15, 1996 (System File MW-97-47/1042572 SPE).

2. The Agreement was further violated when the Carrier failed to give the General Chairman advance written notice of its intent to contract out the work in question in accordance with Article 36.

3. The Agreement was further violated when the Carrier failed to act in good faith to reduce the incidence of contracting and increase the use of Maintenance of Way employees.

4 As a consequence of the violations referred to in either Parts (1), (2) and/or (3) above, Machine Operators R. W. Crim, J. Salaiz and L. E.

Ritchie shall now be allowed thirty-seven (37) hours' pay at their straight time rates and eight (8) hours' pay at their respective time and one-half rates.

**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.

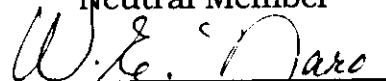
For the reasons set forth in Award 13 of this Board, this claim shall denied.

**AWARD**

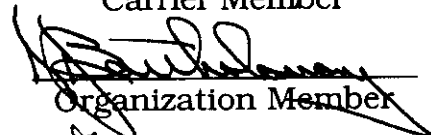
Claim denied.



Edwin H. Benn  
Neutral Member



Carrier Member



Organization Member

Dated: May 2, 2002