

**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 forces (W. T. Byler Construction Company and Logan Fourmerat) to perform roadway machine operator's work (transport track panels and materials to and from Carrier property and work sites) in the vicinity of Mile Post 125.6, New Iberia, Louisiana on December 21 through 30, 1996 and January 2 through 27, 1997 (System File MW-97-113/1056974 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.

4. As a consequence of the violations referred to in Parts (1) and (2) above, Machine Operator T. Caesar shall be allowed one hundred seventy-

five (175) hours' pay at his straight time rate and one hundred sixty-eight and one-half (168.5) hours' pay at his time and one-half rate.

**OPINION OF BOARD**

This is a dispute similar to the one discussed in *Award 27* of this Board.

According to the Organization, the disputed work performed by outside forces without prior notice from the Carrier under Article 36 was the transporting of track panels and materials. The Carrier argues that as a result of the December 12, 1996 acquisition of the Iowa Junction - Avondale Line by the BNSF from the Carrier, the track panels and materials belonged to and the work was performed at the behest of the BNSF.

For reasons discussed in *Award 27*, we shall deny the claim. Based on what is before us and because of the December 12, 1996 acquisition, we are unable to find that the work

was "... within the scope of the applicable schedule agreement ..." between the Carrier and the Organization which would obligate the Carrier to give notice under Article 36.

**AWARD**

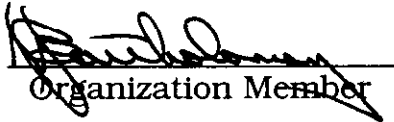
Claim denied.



Edwin H. Benn  
Neutral Member



Carrier Member



Organization Member

Dated: 7-15-02