

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 36552
Docket No. SG-36354
03-3-00-3-558

The Third Division consisted of the regular members and in addition Referee James E. Mason when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company (former Chicago &
(Northwestern C&NW)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad (C&NW):

Claim on behalf of D. J. Zimmerman for payment of two hours at the straight time rate, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule (Rule 1) and Rule 10, when on May 12, 1999, it allowed a management employee to haul signal equipment from Cedar Rapids, IA, to Marshalltown, IA and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 1200967. General Chairman’s File No. 9c019659. BRS File Case No. 11303-C&NW.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Claimant in this case was regularly assigned as a Lead Signal Maintainer at Tama, Iowa. A claim was presented on his behalf by the Organization contending that on May 12, 1999, the Carrier allegedly violated the Signalmen's Agreement when the Manager Signal Maintenance was used to transport a signal test box to a location where a defective test box had been discovered during a routine inspection.

The case record shows that on May 11, 1999 - not May 12, 1999 - the Carrier's Manager Signal Maintenance transported a signal test box from Cedar Rapids to Marshalltown, Iowa. The test box was installed by an appropriate member of the Signalmen's craft.

The Carrier's denials of this claim informed the Organization - among other things - that the claim as presented and progressed contained an incorrect date of occurrence. However, the Organization persisted in its progression of the claim containing the incorrect date through all levels of on-property handling to and including its listing with the Board.

Not only has the Organization failed to show that the work in dispute is covered by either the Scope Rule or by any exclusive practice on this property, it persisted in its progression of a claim for an occurrence on a wrong date. No work as claimed was performed on the date claimed.

The claim as presented is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 8th day of May 2003.