

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 36627  
Docket No. SG-36008  
03-3-00-3-144

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 Transportation Company)

**STATEMENT OF CLAIM:**

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

Claim on behalf of F. E. Sichra for payment of 2 hours and forty minutes at the time and one half rate account Carrier violated the current Signalmen’s Agreement, particularly Article 1, of the Memorandum of Agreement dated November 5, 1981, when on July 17, 1998, it utilized a District Signal Foreman to take a trouble call on the crossing signal at 6th Street in Marshalltown, Iowa, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 1163789. General Chairman’s File No. 8cma6546. BRS File Case No. 11238-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.

This claim had its origin in a letter dated August 19, 1998, from the Organization's to the Director Engineering Quality Management. The claim was denied by the Carrier on October 13, 1998. Appeal from this denial was made by letter dated January 16, 1999 addressed to the General Director Labor Relations who denied the appeal by letter dated March 2, 1999, citing the General Chairman's File No. 8cma6546. Following subsequent on-property discussions of the case and agreed-upon extensions of time limits, the claim was listed for handling with the Board by letter dated February 28, 2000. Each party presented their respective Submissions to the Board.

The Organization's Submission described, addressed and argued its position relative to the STATEMENT OF CLAIM listed with the Board.

The Carrier's Submission initially identified the claim as outlined in the STATEMENT OF CLAIM, but then proceeded to present evidence and argument in connection with a claim which had been presented on behalf of the same named Claimant for a claim dated August 28, 1998, involving an alleged violation of the Agreement at Tama, Iowa, on August 7, 1998. The Carrier's entire position in its Submission addressed events, contentions and exchanges of correspondence which had absolutely nothing to do with the events and correspondence in connection with the claim which is the subject of this case.

What we have here is another instance in which the Carrier has come to the Board with arguments and evidence that have nothing to do with the STATEMENT OF CLAIM of the dispute in question. See Third Division Awards 35580 and 36364.

As in those Awards, the Organization's claim is unchallenged and uncontroverted before the Board. There is no recourse but to sustain the claim as presented based solely on this procedural defect and without making any precedential ruling on the merits of this case.

### AWARD

Claim sustained.

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.**

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

**Dated at Chicago, Illinois, this 29th day of July 2003.**