

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36781
Docket No. SG-37299
03-3-02-3-308**

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Burlington Northern Santa Fe Railway Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Santa Fe (BNSF):

Claim on behalf of D. C. Houk, for seven hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rules 1, 2, 12 and 45, when it failed to call the Claimant for overtime service on February 18, 2001, near Mile Post 230.8, on the Staples Subdivision, Minnesota Division. Carrier's File No. 35 01 0024. General Chairman's File No. 01-021-BNSF-154-TC. BRS File Case No. 11920-BNSF.”

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.

At the time of the incident that gave rise to this case, Claimant D. C. Houk was employed as a Signal Maintainer assigned to the Detroit Lakes East Signal Territory.

At 2:00 P.M. on Sunday, February 18, 2001 the Carrier called track forces to replace a defective rail within a switch. The defect was discovered prior to 2:00 P.M. by the Track Inspector. The track forces who were called to remove the defective rail removed the signal bond wires as well. No Signal Maintainer was present or was called to be present. The record indicates that it took the track forces about seven hours to complete their repair work. On Monday, February 19, 2000, the Claimant's regular work day, he was informed of the situation. The Claimant thereupon proceeded to install new bond wires, as needed, and test the signal system.

On February 24, 2001, the Organization filed the instant claim alleging that the Carrier had violated Rule 1 (Scope) and Rules 2, 12, and 45. The Organization also contends that the Carrier violated its own procedures, as well as FRA Rules and Regulations, by failing to call a Signal Maintainer to perform the task of removing the signal bond wire on the defective rail. When they interrupted the signal system, the Maintenance of Way employees were doing Signalman's work.

There are numerous Awards cited in this record on both sides of the issue. It is, however, the decision of the Board that the Carrier was in violation of the Scope Rule and its own policy governing the notification of a Signal Maintainer while performing track work. The Board, therefore, concludes that the appropriate remedy in this case would be to pay the Claimant a two hour and 40 minute call.

AWARD

Claim sustained in accordance with the Findings.

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 December 2003.