Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 37862
Docket No. SG-37732
06-3-03-3-073

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Union Pacific Railroad

STATEMENT OF CLAIM:

"1. Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific (UP).

2. Claim on behalf of N. J. Scarsone, for three hours at his time and one-half rate of pay, account Carrier violated the current Signalmen's agreement, particularly Rules 1, 16 and 80, when it used another employee instead of the Claimant for overtime service on November 27, 2001, at Krotz Spring, Louisiana, and deprived the Claimant of the opportunity to perform this work. Carrier's File No. 1301521. General Chairman's File No. S-16, 80-216. BRS File Case No. 12501-UP."

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.

On November 27, 2001 there was a black light at the approach signal to the bridge at MP 613.0 in Krotz Spring, Louisiana. The regularly assigned Signal Maintainer was called out to make repairs. The Signal Maintainer called his Foreman and requested help with a block of batteries. The Foreman was with the Manager Signal Maintenance and they dispatched the on-duty Interlocking Repairman to haul the batteries to the trouble site. At no time was any individual called in for overtime to assist the regular Signal Maintainer.

The Organization submitted the claim at issue on January 10, 2002. The claim contended that the Carrier violated Rules 1, 16 and 80 of the Agreement by failing to call the Claimant, the adjoining Signal Maintainer, rather than utilizing the on-duty Interlocking Repairman.

The Organization is arguing that the Claimant should have been called to help the Signal Maintainer. However, it failed to cite a Rule that prohibited the Interlocking Repairman, who was on duty from assisting the Signal Maintainer.

The Overtime Rules were not violated because the Interlocking Repairman was not called for overtime. The Organization failed to prove how the Carrier violated the Agreement.

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 1st day of August 2006.