

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 36582
Docket No. SG-36182
03-3-00-3-380

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)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company:

Claim on behalf of C. L. Ziegler for payment of three (3) hours and thirty (30) minutes at the time and one-half rate, plus skill differential, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when it allowed a Carrier Officer to determine the cause of a red aspect at Block Signal 3326 and clear the problem and deprived the Claimant of the opportunity to perform this work. Carrier File No. 1190648. General Chairman’s File No. 92014717. BRS File Case No. 11334-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.

This claim is unique, not because of what is found in the case record, but rather for what is not found in the case record. **NOWHERE** do we find the date on which the alleged Rule violation occurred. **NO ONE** ever identified the date on which the alleged violation occurred. Even the Statement of Claim, *supra*, does not contain a reference to a date of occurrence.

What is found in the case record is a situation in which a Management employee intercepted a trouble call involving a red signal. While in the process of inspecting the track, the Management employee found a broken rail. The Carrier's track forces were utilized to repair/replace the broken rail. The Claimant bonded the repaired/replaced rail during his regular tour of duty.

The Manager Track Maintenance was inspecting tracks. Such work is not covered by the Signalmen's Scope Rule. Repairing broken rails is not covered by the Signalmen's Scope Rule. Replacing bond wires is covered by the Signalmen's Scope Rule and that work was performed by a Signalman - the Claimant in this case - during his regular bulletined tour of duty.

No violation is found in this undated dispute. The claim 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 16th day of June 2003.