

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37011
Docket No. SG-36499
04-3-00-3-746

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company (former Chicago &
(North Western Transportation Company)

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. E. Beck for payment of 12 hours at the straight time rate. Account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when during the months of August and September of 1999 Carrier allowed field welders to remove approximately 22 bond wires on the Claimant's assigned territory, depriving the Claimant of the opportunity to perform this work. Carrier's File No. 1213007. General Chairman's File No. Nscope2(B)-008. BRS File Case No. 11487-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 was at all material times herein a Signal Maintainer with headquarters at Tama, Iowa. While employed as such, Maintenance of Way Welders de-energized, or shunted, track and removed signal bond wires, because those wires were no longer needed to carry electrical circuit, all in the process of field welding rail joints to convert rail to continuous welded rail. The Organization filed the instant claim, contending that the work of removing bond wires should have been assigned to the Claimant, because it was Signalmen's work.

In making its claim the Organization relies on the parties' Scope Rule which provides, inter alia, "... in changing or repairing rail, ... when ... bonds and/or wires are removed while rail is in the track, the work will be performed by Signal Department employees." However, in defense the Carrier relies on that provision of the Scope Rule that provides that "... the removal of bonds or track wires after rail is de-energized may be performed by other than Signal Department employees." The Carrier has shown that the work in question was performed by Maintenance of Way Welders only after the track in question was de-energized and the Organization failed to rebut that claim. Thus, the work in question was not reserved to the Organization's members and the Carrier did not violate the parties' 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 18th day of May 2004.