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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37892
Docket No. SG-36737
06-3-01-3-258

The Third Division consisted of the regular members and in addition Referee James E. Conway 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 J. H. Spiegel for payment of one hour at the straight time rate. Account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule when on March 9 and 10, 2000 Carrier utilized field welders to remove bond wires from live track circuits at Mile Post 58.9 on the Claimant's assigned territory. Carrier's action deprived the Claimant of the opportunity to perform the work. Carrier's File No. 122978. General Chairman's File No. Nscope-082. BRS File Case No. 11627-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.

The Claimant here alleges that the removal of bond wire from track by BMWWE-represented Welders on March 9 and 10, 2000 without calling the Claimant violated Scope Rule Note 3. For the reasons stated below, the Board will deny the claim.

Undisputed record evidence establishes that on the claim dates a System Welding Gang removed bond wires at M.P. 58.9 on the Tara Subdivision in connection with its elimination of the joint and bond in the rail as the track was converted to continuous welded rail. It is further apparent that the Claimant was working elsewhere on those dates.

The issue posed by the claim is factually on all fours with numerous prior Third Division claims submitted on this question and uniformly resolved in the Carrier's favor. The matter is disposed of by reference to Scope Rule Note 3:

"In changing or repairing rail, when bonds or track wires are removed while rail is in the track, the work will be performed by Signal Department employees. It is understood that the removal of bonds or track wires after rail is removed from track may be performed by other than Signal Department employees."

In this instance the record demonstrates that BMWWE-represented Welders simply removed dead wires at locations where they made their welds. No replacement of bond wires was implicated by the work, nor was any changing of rail or rail repair accomplished.

As the record of claim handling on the property attests, the Carrier's track forces have historically performed the work at issue for many years. Its rationale in defense of the practice is identical to that successfully argued by numerous carriers in a large number of prior challenges. See, e.g., Third Division Award 20536 (Knocking off bond wire by Trackmen in the process of converting to welded rail is not a Scope violation.).

The Agreement was not violated.

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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 22nd day of August 2006.