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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37893
Docket No. SG-36744
06-3-01-3-318

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 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 in January, February and March, 2000 Carrier utilized field welders to remove bond wires from live track circuits on the Claimant's assigned district. Carrier's action deprived the Claimant of the opportunity to perform this work. Carrier's File No. 12391506. General Chairman's File No. Nscope-045. BRS File Case No. 11643-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.

Although the facts differ slightly, this dispute essentially implicates the same parties and issues as were involved in Third Division Award 37892, decided concurrently, as well as by Third Division Award 37545. In both instances and for the same reasons, the Carrier's position was upheld. The same result necessarily obtains here.

The claim initially presents procedural arguments relating to dispatch and receipt issues. The Board carefully reviewed the Organization's arguments and finds them unpersuasive. With regard to the merits, the Organization contends that in assigning BMW-represented Welders to remove signal bond wires from track in the process of converting it to welded rail the Carrier violates Scope Rule Note 3. The critical terms of the Rule relied upon are:

"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 the rail is removed from track may be performed by other than Signal Department employees."

As noted in the prior Awards cited and as well established by voluminous arbitral precedent in the industry, the Rule cited requires Signal Department employees to remove bonds when changing or repairing rail. Under the facts presented, the BMW-represented employees who removed rail bonds did so not in connection with changing or repairing rail, but preliminary to welding rail together. In those circumstances the dead bond wire was no longer needed in the signal system.

We find no violation presented under Scope Rule Note 3 and deny the claim.

AWARD

Claim denied.

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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.