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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37900
Docket No. SG-36858
06-3-01-3-427**

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 May 12 and 15, 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. 1239122. General Chairman’s File No. Nscope-110. BRS File Case No. 11704-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 Organization here asserts that the Carrier violated the Scope Rule when it allowed employees of a System Welding Gang to remove bond wires at MP. 28.91 on the Tara Subdivision in the process of converting to continuous rail. The claim is predicated on the theory that a Signal Department employee must remove the small bond wires used to span rail joints before Welders can join the rail pieces.

Scope Rule Note 3 provides as follows:

“In changing or repairing old 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.”

A significant vein of prior Third Division authority is aligned against the Organization's position, including several Awards involving the parties. In applying the above terms to identical or analogous facts, those decisions have concluded that knocking off bond wires when jointed rail is converted to continuous rail does not involve “changing or repairing” rail as the term is used in the Scope Rule. See, e.g. Third Division Award 37545; Third Division Award 20712 (“... the knocking off and scrapping of bonds in the course of installing continuous welded rail was not work covered by the Scope Rule of the Signalmen's Agreement since that work did not include repairing or replacing of the bond wire.”)

The authority relied upon by the Carrier in this instance is clear and controlling. It compels denial of 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.