

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37913
Docket No. SG-37532
06-3-02-3-573**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman 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 (UP):

Claim on behalf of J. W. Williams, for 38.5 hours at the Signal Shop Technician’s rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Rule 80, when it used an outside contractor to manufacture 79 Aspect Change Point Signs delivered on June 15 and 17, 2001, and deprived the Claimant of the opportunity to perform this work. Carrier’s File No. 1283149. General Chairman’s File No. S-SR-12, (note-5), 80-186. BRS File Case No. 12187-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 filed the foregoing claim on behalf of the Claimant on August 1, 2001. The Organization maintained that the Carrier violated the Agreement when it failed to assign the preparation of "Aspect Change Point" signs to the Claimant, but instead allowed an outside contractor to make and deliver them to the Carrier's Signal Shop on two different occasions. In particular, the Organization insisted that the Carrier had violated Scope Rule 12, Note 5. That portion of the Agreement reads as follows:

"12. All other work generally recognized as signal work, performed in the field or signal shops. The classifications enumerated in Rule 1 include all the employees of the Signal Department performing work referred to under the heading of 'Scope.'

* * *

Note 5: It is understood that this agreement is the result of the consolidation of several collective bargaining agreements with differences as to what work is performed by signal department employees. It is not the intent of the parties signatory hereto to either assign to employees subject to this agreement work reserved to another craft or to assign to another craft work reserved to signal department employees."

The Carrier denied the claim on September 25, 2001. In its denial, the Carrier asserted that the work at issue, the construction and painting of "Aspect Change Point" signs, had never been the work of Signal Shop personnel. Further, the Carrier contended that it purchased more than 50 types of signs from manufacturers, while the Signal Shop traditionally supplied only three types of signs - Control Point, Number Plate, and 1-800 Crossing signs.

In its appeal, the Organization noted that the Claimant maintained that he had made more than 4000 signs in the past two years and he believed that he supplied nearly all signs for the Signal Department. The Carrier responded by rejecting the Organization's inference that the work at issue was reserved to Signal

Department employees. It pointed out, in addition, that the Claimant had never made Aspect Change Point signs, nor had any other Signalman.

After a careful review of the record, the Board finds that the Organization has not carried its burden of persuasion in this matter. There is no evidence to suggest, despite the Claimant's protestations to the contrary, that the Signal Shop provided the Carrier with all or even most of the signs required by the Carrier. Nor is the work at issue found in the Scope Rule of the parties' Agreement. Accordingly, the Board finds no basis upon which to sustain the claim.

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.