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NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30922
Docket No. SG-31068
95-3-93-3-24

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation
((CONRAIL)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of C. J. Sumoski, D. A. Fitting, J. Pacuch and W. E. Letourneau for payment of one-half hour at the straight time rate for each day worked beginning March 18, 1991, account of Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it utilized an outside contractor to perform the covered service of maintaining signal system batteries at Mt. Laurel, New Jersey, and denied the Claimants the opportunity to perform the work."

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 waived right of appearance at hearing thereon.

This case is a companion case to Third Division Award 30921 the only difference being the claim covers the maintenance of the backup battery power source subsequent to its installation at Mt. Laurel, New Jersey. For the same reasons as stated in Award 30921, the Board finds the work is covered by the Scope Rule and may not be performed by persons not subject to the Agreement. Thus, the

Form 1
Page 2

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Carrier's use of a contractor to maintain the batteries is a violation of the Agreement.

Nevertheless, we also find that the Organization has not demonstrated that the Claimants lost either work or compensation as the result of the maintenance work being performed by the contractor. Consequently, we cannot make a monetary award.

AWARD

Claim sustained in accordance with the Findings.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 8th day of June 1995.