

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33999
Docket No. SG-34556
00-3-98-3-201**

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

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

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 G.P. Graniero for payment of 32 hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used a management employee to take the place of an Inspector in performing covered work between August 26 and September 10, 1996, between C.P. Port Reading Junction and C.P. Pattenburg. Carrier's File No. SG-921, General Chairman's File No. Rm2938-57-0397, BRS File Case No. 10529-CR.”

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.

This claim concerns assignments performed between August 26 and September 10, 1996, in which an Assistant Inspector and a Maintainer worked under the direction of a non-represented Supervisor. The Organization contends that on 11 days during this period, the Supervisor performed work properly assigned to BRS-represented employees. Following a conference on the matter, the Organization was requested to provide specific evidence of its allegation. This was provided through a written statement from an employee observing the incidents in question. This information was

not controverted, and the evidence is convincing that the Supervisor did in fact perform tasks regularly assigned to represented employees.

The Carrier states without contradiction that, on three of the claim dates, the Claimant was working overtime and thus not available for the claimed work. The Award will thus sustain the claim except for these three dates, with pay to be provided at the straight-time rate.

AWARD

Claim sustained in accordance with the Findings.

ORDER

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 19th day of April, 2000.