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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 36720
Docket No. MW-36275
03-3-00-3-492

The Third Division consisted of the regular members and in addition Referee Nancy F. Eischen when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Consolidated Rail Corporation)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier assigned outside forces (Dick Corporation) to perform Maintenance of Way work (bridge construction/repairs) at the bridge at Mile Post 11.09 commencing on March 29 and continuing through June 25, 1999 [Carrier's Files 12(99-656), 12(99-657) and 12(99-746)].**
- (2) The Agreement was further violated when the Carrier failed to furnish the General Chairman with proper advance written notice of its intent to contract out said work and discuss the matter in good faith as required by the Scope Rule.**
- (3) As a consequence of the violations referred to in Parts (1) and/or (2) above, Claimants K. G. Champa, F. R. Hoyt, R. H. Zinni, K. Watts, P. J. Kolcan and J. D'Orazio shall now each be compensated for ten (10) hours' pay at their appropriate straight time rates of pay for each date of March 29, 30, 31, April 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, May 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 29, 30, June 1, 2, 3, 7, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 24, 28, 29 and 30, 1999. Each Claimant shall also be compensated for ten (10) hours' pay at their appropriate time and one-half rates of pay for each date of April 2, 9, 16, 23, 30, May 7, 14, 21, 28, June 4,**

11, 18 and 25, 1999. Claimant W. D. Nicklow shall now be compensated for ten (10) hours' pay at his appropriate straight time rate of pay for each date of April 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, 29, May 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 20, 24, 25, 29, 30, June 1, 2, 3, 7, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 24, 28, 29 and 30, 1999 and compensated for ten (10) hours' pay at his appropriate time and one-half rate of pay for each date of April 16, 23, 30, May 7, 14, 21, 28, June 4, 11, 18 and 25, 1999. Claimant S. J. La Cavera shall now be compensated for ten (10) hours' pay at his appropriate straight time rate of pay for each date of March 29, 30, 31, April 1, 5, 6, 7 and 8, 1999 and compensated for ten (10) hours' pay at his appropriate time and one-half rate of pay for each date of April 2 and 9, 1999 shall each be allowed one hundred forty (140) hours' pay at their applicable straight time rates."

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 case involves a claimed violation of the Scope Rule when, following due notice and conference discussions in accordance with the second and third paragraphs thereof, the Carrier contracted out the work of repair and rehabilitation of the bridge at Mile Post 11.09 on the Cleveland Short Line, Cleveland, Ohio. Except for the dates cited in the instant claim covering the period

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March 29 - June 25, 1999 i.e., the end of the bridge repairs, it is identical to that which was decided by the Board in Third Division Award 36716. For reasons set forth more fully therein, the instant claim likewise is denied.

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 17th day of September 2003.