NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 20785
THIRD DIVISION Docket Number SG-20628

Francis X. Quinn, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Rail Road:

Claim No. 1:

Case No. SG-3-73

On behalf of C. Latham, J. Argiro, J. Vorbury, J. Morris, E. Sumski and R. Barreio for one hour pro rata pay each account on November 20, 1972, 3:45 p.m., Mr. J. F. Koop, Communication Supervisor, removed a microphone from a radio that was installed in V-02c, a Carrier-owned vehicle parked at Jamaica, New York, truckyard, in violation of the Scope Rule and Letter of Understanding dated June 16, 1971.

Claim No. 2:

Case No. SG-b-73

On behalf of John Morris, C. Latham, J. Argiro, E. Sumski, R. Barreio, and V. Vorbury for four hours' pro rata pay each account on November 9, 1972, a Railroad Patrolman, E. Scott, removed the antenna from patrol car 59 and re-installed it on car 53, which had a broken antenna.

Claim No. 3:

Case No. SG-5-73

On behalf of C. Latham, J. Argiro, J. Vorbury, J. Morris, E. Sumski and R. Barreio, for one hour pro rata pay each account on November 13, 1972, Mr. Mugler, Signal Communication Foreman, appeared at the radio shop to have his radio re-installed in his automobile, and said he had removed it himself.

OPINION OF BOARD: The principles applicable to this dispute are well established by numerous awards of this Board.

First, as a general rule the carrier may not contract out work covered by its collective bargaining agreements.

Second, work may be contracted out when special skills, equipment or materials are required, or when work is unusual or novel in character or involves a considerable undertaking. (See Awards 757, 2338, 2465, 3206, 4712, 4776, 5028, 5151 and 5304.)

Third, the work contracted out is to be considered as a whole and may not be subdivided for the purposes of determining whether some of it could be performed by the employes of the carrier.

Fourth, the burden of proof is on the carrier to show by factual evidence that its decision to contract out work is justified under the circumstances.

Applying the above principles, we are of the opinion that the claim must be denied. The facts of record clearly indicate the carrier did not violate the Scope Rule.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A. W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July 1975.