

**Award No. 2183  
Docket No. 1950  
2-CB&Q-EW-'56**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 95, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. (Electricians—Shops)**

**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY .**

**DISPUTE: CLAIM OF EMPLOYEES:** This claim is in behalf of all the Electrical Workers for work of repairing and overhauling of master relays No. 321036 and 171543 and amplifiers No. E-38432 and E-38501, and all subsequent work thereafter.

This equipment was removed from power units and sent to the Signal Shop at Aurora, Illinois for repairs and overhauling on or about November 25th, 1953.

**EMPLOYEES' STATEMENT OF FACTS:** At the 14th Street Passenger Yards, Chicago, Illinois, the Chicago, Burlington & Quincy Railroad Company (hereinafter referred to as the carrier) employs a large force of electrical workers and maintains an electric shop, where repairs on certain electrical equipment are made.

At Aurora, Illinois, there is a large electrical repair shop, where all types of equipment are repaired, including winding of motors, coils, etc., by electrical workers.

At Havelock, Nebraska, there is another electrical shop where equipment is repaired, including the winding of motors, coils, etc., by electrical workers.

Master relays Nos. 321063, 171543 and amplifiers Nos. E-38432 and E-38501 and similar work subsequent thereto were removed from power units at 14th Street and sent to the signal shop at Aurora for repairs and overhauling by signalmen, which work was performed on or about November 25, 1953.

This equipment is part of the locomotive cab equipment and is installed and removed by electrical workers. In addition, it is inspected daily by electrical workers.

movement. In a speech before the 15th Constitutional Convention of the United Automobile Workers at Cleveland, Ohio, on March 29, 1955, President George Meany of the A. F. of L. made the following remarks.

"Then we want a movement that has the practical common sense to solve the internal problems which crop up in our daily lives, so that we can devote all of our energies to the purpose for which we are organized.

We've made some progress in this field. In fact, this was the basis for the merger agreement signed last month. We created an atmosphere where unions are now talking to one another about the common problems in the real old tradition of our movement, rather than competing with one another to see who can grab one another's members. **We have got to have within this movement a system by which we can resolve these internal disputes and not waste our energy and our substance in trying to beat down one another**, but rather to give all our energy and our talents to advancing the cause of those whom we represent." (Emphasis ours).

It cannot be said that the International Brotherhood of Electrical Workers shares the views of the president of the A. F. of L., when petitioning organization progresses a claim of this nature against a carrier which has done nothing but live up to its collective bargaining agreements with all of its employees.

The carrier feels that the record proves beyond question of doubt that

1. The work involved of repairing the relays, amplifiers and decoding units, after removal from the locomotives, was properly allocated to the signalmen on the basis of its agreement.
2. The electricians have no right whatsoever, contractually or otherwise, to perform the work in question.
3. Safe and sound railroad operation, as well as the regulations of the Interstate Commerce Commission, required the carrier to give this work to signalmen in accordance with their contract.

For these reasons, and under the mandate of the evidence produced herein, this claim must be denied in its entirety.

**FINDINGS:** The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

System Federation No. 95 contends carrier is using employes, other than electricians, to perform the work of repairing and overhauling master relays, amplifiers and other similar work in connection with cab signals when, under its agreement with the electricians, they have the exclusive right thereto.

In 1950 carrier started a program of installing cab signals in all of its locomotives used in passenger service. Carrier had its electricians perform the work of installing this equipment in the cabs of the locomotives; thereafter inspect, test and maintain it; and, when necessary, remove and replace it. However, when any of the equipment was removed therefrom for repair

or overhauling carrier had this work performed by signalmen in its signal shop at Aurora, Illinois. The latter is the work here claimed for the electricians.

The difficulty seems to arise because of where these signals are located. However, we do not think that fact is conclusively controlling but what is more important is the use to which they are put. These signals continuously indicate conditions ahead which affect the movement of trains or engines and promptly indicate any change therein. They are used in conjunction with interlocking and block signals. They do not stop, slow down or exert any other effect automatically. They show wayside signals for the benefit of the enginemen, which is particularly important when visibility is poor. In other words they primarily perform signal functions. We think they are part of carrier's signal system and not an automatic train stop or control device or system. In view of that fact we do not think Rule 70(a) of the parties' agreement specifically covers this work.

Since the classification of work rule covering electricians does not specifically set out the work here involved we must turn to other agreements on the property, and practice thereunder, to see whether or not this work belongs to the electricians for, in the preamble to the parties' agreement, it provides: "It is understood that this agreement shall apply to those who perform the work specified in this agreement \* \* \*, and is not covered by other agreements in effect on March 15, 1944."

The record shows that signalmen employed in the signal shop at Aurora have for many years repaired signal relays, amplifiers and decoding units of the same type as here involved in connection with C.T.C. and automatic block signal systems. Since we find the cab signals to be a part of carrier's signal system we find, in view of the foregoing, that what is here claimed for the electricians is not their work.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July, 1956.

#### DISSENT OF THE LABOR MEMBERS TO AWARD 2183

The claimant System Federation contends that the assignment of other than electricians to perform the work of the Electrical Workers' craft as covered by the applicable rules of the current agreement in connection with the work of installing, maintaining, repairing, inspecting, adjusting and overhauling of master relays, amplifiers, Decoding Units, rectifiers and other electrical controls comprising the Automatic Cab Signal System (without automatic train stop or train control) on the diesel electric locomotives operated by the carrier, is not authorized by the current agreement in effect between the carrier and the claimant System Federation.

In reaching this decision the majority has decided the case upon grounds completely irreconcilable with decisions of this Division and incompatible with the authority vested in the Adjustment Board by the Railway Labor Act.

The record establishes the fact that the Electrical Workers performed all of the electrical work on this equipment from the time they installed it on the diesel electric locomotives starting in 1950 until the carrier arbitrarily deprived them of the work of overhauling and rebuilding this equipment after

it had been removed from the locomotive starting on or about November 25, 1953. Prior to November 25, 1953 this work had been performed at carrier's electric shops located at West Burlington, Iowa, Aurora, Ill. and 14th St., Chicago, Ill. Since November 25, 1953 the carrier has allocated the work to its Aurora Signal Shop.

The majority states:

"Since the classification of work rule covering electricians does not specifically set out the work here involved we must turn to other agreements on the property, and practice thereunder, to see whether or not this work belongs to the electricians for, in the preamble to the parties' agreement, it provides: 'It is understood that this agreement shall apply to those who perform the work specified in this agreement \* \* \*, and is not covered by other agreements in effect on March 15, 1944'."

The plain language of Electrical Workers' Classification of Work Rule 70 (a) definitely refutes the above quoted contention. It specifically provides:

"Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing . . . switchboards, meters, **motors and controls, rheostats and controls**, motor generators, electric headlights, and headlight generators, . . . storage batteries, axle lighting equipment, . . . winding armatures, fields, magnet coils, rotors, transformers and starting compensators, . . . including steam and **electric locomotives, passenger trains, motor cars**, . . . and all other work generally recognized as electricians' work.

Rule 27 (a) provides:

"None but mechanics or apprentices regularly employed as such shall be required to perform mechanics' work, which is more specifically described in the classification of work rules . . ."

The instant work is covered by the current agreement and has been performed by the electrical workers covered by this agreement and is work generally recognized as electricians' work on railroads throughout the country. Contrary to the view of the majority in this instance, the cab signal is a part of the controls equipment on the diesel electric locomotive, is a part of the locomotive wiring system, derives its power or electrical energy from the locomotive batteries and auxiliary generator and its only function is to tell the engineer by means of its lights to put other controls into operation to reduce speed, resume speed or stop his train in the same manner that the conductor would notify the engineer by radio telephone or air signal to slow down, stop, or proceed. The control system on a diesel electric locomotive consists of numerous signal relays to indicate various operating conditions, many amplifiers, circuit breakers and relays, decoding units on cab radio communications, and all of this equipment and the work thereon is performed by electricians as provided for in the agreement. Therefore, the majority is clearly in error and the findings and award are erroneous.

R. W. Blake  
Charles E. Goodlin  
T. E. Losey  
Edward W. Wiesner  
George Wright