

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

DISPUTE.—

"Claim that E. L. Larson, R. Webster, A. Nygren, R. J. Parsons, employees in the signal relay shop at Aurora, Illinois, be compensated and classified in accordance with the existing agreements between the Chicago, Burlington and Quincy Railroad Company and The Brotherhood of Railroad Signalmen of America covering wages and working conditions of signal department employees."

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

The Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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 the hearing thereon.

This dispute being deadlocked, Lloyd K. Garrison was called in as Referee to sit with the Division as a member thereof.

An agreement is in effect between the parties dated August 20, 1926.

A signal repair shop or, as it is called by the Carrier, a signal relay shop was established by the Carrier at Aurora in September 1920. A similar shop was established at Havelock, Neb., six months later. The two shops were consolidated at Aurora on May 10, 1927. In 1932, as a result of action by the United States Mediation Board, the Carrier recognized the General Committee of the Brotherhood of Railroad Signalmen as representing the shop employees at Aurora, but the Carrier contended then, as before and since, that the provisions of the agreement between the parties do not apply to these particular employees.

Rule I of the agreement reads as follows:

RULE I. SCOPE

"These rules constitute in their entirety an agreement between the C. B. & Q. Railroad Company and the Brotherhood Railroad Signalmen of America representing the employees (not including supervisory officers) engaged in or assigned by proper authority to perform work pertaining to the installation, maintenance, repairs, and construction of signal apparatus and all other work recognized as signal work."

There then follow rules classifying various occupations, of which Rules 5 and 6 are typical:

RULE 5

"*Signalmen.*—A man qualified and assigned to construction force to perform work generally recognized as signal work."

RULE 6

"Signal Maintainer.—A man qualified and assigned to perform work generally recognized as signal work shall be classified as a signal maintainer."

Section 3 of Rule 62 provides, in substance, that the rate of pay of a "leading signal maintainer" or a "leading signalman" will be five cents per hour above the rate of signal maintainers or signalmen; but the work of leading signal maintainers and leading signalmen is not specifically defined in the agreement.

All four of the employees involved in the claim, prior to their assignment to the Aurora shop, were classified either as signalmen or signal maintainers, or lower classifications, under the terms of the agreement. The employees contend that the rate of pay of the men in question is lower than that of comparable classes of other signal department employees, such as signalmen, signal maintainers, leading signalmen, and leading signal maintainers.

The work does not consist of installation or maintenance, but the question is whether it is work of a sort "recognized as signal work" within the meaning of Rules 1, 5 and 6, and whether, also, it consists of "repairs and construction of signal apparatus" within the meaning of Rule I. The record is voluminous and describes, in considerable detail, the work being done, and includes letters from the employees in question, copies of the shop records showing the quantities and classification of the items of work done at different times, and copies of articles in railroad periodicals describing the work of the shop, and of certain shops on other roads. Taken as a whole, the record warrants the following conclusions; that the bulk of the work consists of repairs to signal apparatus within the meaning of Rule I; that most of the remainder of the work consists of assembling apparatus from manufactured parts, which we think constitutes "construction" within the meaning of Rule I; that while there is a certain amount of experimental and development work, it cannot be considered, if we are to take into account the past experience and the rate of pay of the employees in question, as so highly skilled or specialized that it cannot properly be considered as signal work; and that in numerous other shops on other railroads substantially similar work is being carried on, is "recognized as signal work", and is handled under agreements having scope rules similar to Rule I in this case. But it is contended by the Carrier that Rule I, in referring to "repairs and construction of signal apparatus and all other work recognized as signal work" was intended to embrace only work of that description when performed in the field and not when performed in the shops. But there is nothing in the agreement to indicate that any such distinction was intended, and the practice on the other roads, which ordinarily cannot be considered in cases relating to a particular road may be considered here as evidence of what is generally "recognized as signal work", and we think the practice indicates that no distinction has been made between work done outdoors and work done, for greater efficiency, indoors.

The Carrier's claim can be sustained only by showing that the work of the Aurora shop differs from all other shops in being principally a sort of laboratory and manufacturing plant in which the repair work and assembly work are only incidental. In its submission the Carrier endeavored to make out such a showing, but we think the evidence, including particularly the records taken from the shop showing the items of work performed, does not bear out the contention.

AWARD

Claim sustained.
By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary*.

Dated at Chicago, Illinois, this 16th day of April 1936.