

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Elwyn R. Shaw, Referee

PARTIES TO DISPUTE:

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

STATEMENT OF CLAIM: "(a) That the carrier violated the signalmen's agreement by assigning to employees not covered by such agreement the work of renewing, repairing and transferring the signal line circuits and their supports which were carried on a so-called joint pole line on the St. Joseph Division between St. Joseph and Napier, Mo.

"(b) That C. J. Behringer, C. E. Robinson, H. W. Dufner, C. Wright, W. Lichtenburg, J. R. Babcock, and other signal department employees, holding seniority rights but laid off because of force reduction should have been recalled to service as needed and according to their seniority, under provisions of the signalmen's agreement, to perform the work described in paragraph (a) and that the above named employees and others similarly affected be paid all wages lost because of the carrier's violation of the agreement in not recalling them to service to perform such work."

EMPLOYEES' STATEMENT OF FACTS: "An agreement, effective February 1, 1938, is in effect between the Chicago, Burlington and Quincy Railroad Company and the Brotherhood of Railroad Signalmen of America, representing signal department employees, which specifically covers the construction, installation, maintenance and repair of signal and interlocking devices and their appurtenances. It also specifically covers, in addition to the above mentioned work, all other work generally recognized as signal work. No where in the agreement can be found an exception of any nature to these provisions.

"In the early part of 1938, employees of the telegraph and telephone department were engaged in the work of rebuilding the joint pole line on the St. Joseph Division between St. Joseph, Mo., and Napier, Mo., a distance of approximately thirty-four miles. This pole line accommodated the signal line circuits on that part of the railroad, in addition to the telephone and telegraph circuits. While performing the work of replacing the bad order poles, renewing the guy wires and handling the line circuits of the telegraph and telephone department, these employees were also assigned the duties of handling all existing signal line circuits and their supports in addition to handling the work of their department.

"The signal work, here referred to as being assigned to the employees of the telegraph and telephone department, consisted of the necessary work of transferring the signal line circuits and their necessary supports from the old poles to the new ones, pulling the excess slack out of them and in addition thereto, the line gang of the telephone and telegraph department

"The Management concludes its submission on the premise that:

"(1) The work in dispute is not exclusively signalmen's work;

"(2) an affirmative award would not be interpretation of a schedule provision, but instead would be the creation of a new rule, which was asked for but not secured through negotiation and would nullify and cause to be worthless service rights enjoyed by employees of another labor organization, all of which is contrary to the provisions of the Railway Labor Act;

"(3) the matter could and should be disposed of through negotiations as suggested by the Management and the case should be remanded for that purpose, and;

"(4) the employees named in the claim were employed on the dates involved and were paid therefor strictly in accord with schedule provisions relating thereto.

"Therefore, the Management contends that the claim for reparation is not valid for the reasons hereinbefore cited and the jurisdictional dispute is a matter of negotiations and should be so handled."

OPINION OF BOARD: In 1938 a telegraph line gang which was engaged in repairing and reconstructing the carrier's pole line between St. Joseph and Napier, Missouri, replaced certain wires and fixtures which were used for signals. This service seems to have been incidental to the general replacement and repair of the entire line which carried telephone and telegraph circuits in addition to the signal circuits. In connection with this work the signal circuits were transferred to different supports and in some cases new copper-clad insulated wire replaced old iron wire which had previously been used. The claim does not involve any question as to the reconstruction, repair, or renewal of the telephone or telegraph lines but only that portion of the work involving the signal circuits.

The scope of the agreement with the Brotherhood has been stated in various rules, one of August 20, 1926, and a later one of February 1, 1938. The work here involved was governed by the rule of February 1, 1938, which was in force at the time. Under that rule the agreement governed the rates of pay, hours of service and working conditions of all employees in the Signal Department, with certain exceptions not here material, performing the work generally recognized as signal work, which work, in the precise words of the rule included "the construction, installation, maintenance and repair of signals, interlocking plants, highway crossing protection devices and their appurtenances, wayside train stop and train control equipment, car retarder systems, centralized traffic control systems, signal shop work, and all other work generally recognized as signal work." The rule further provided that its scope shall include all employees performing the work enumerated.

It appears from the record that a signalman is a composite of many trades. He must be technically skilled in a number of different occupations which might reasonably be included within other trades. He must have some of the skill and ability of a telephone lineman, of a carpenter, of a welder, of an electrician, and many other crafts which might be mentioned. He must understand the proper handling and performance of currents of electricity of varying intensity and diverse characteristics. It appears that in installing a set of flashers for an ordinary grade crossing he must be able to take high tension current from a utility power line and through proper wire and transforming reduce it to conditions where it is suitable and useful for the immediate purpose. This not only includes the work of an electrician but of a lineman. It also appears from the record that the signalman must understand mechanical and pneumatic systems of signalling and each of these combined with electric systems. These statements only skim the surface and make no effort to fully illustrate the diversity of skills and crafts with which the signalmen must be familiar.

It is the obvious intent and purpose of this agreement between the employer and employees that a body of men should be maintained as a usable and mobile organization capable of handling all of these things. The system of signals employed by a railroad has become constantly more complex and with its very complexity it has become more and more the vital nervous organization of every railroad. Without it railroads could not operate at their present standard of safety and efficiency and for the operation of this full system of safety the signalmen must be and are held responsible.

These considerations lead us to a decision of the precise point at issue and that precise question is whether or not this organization is to be given not a part, but all, of the work which properly falls within its domain. It is perfectly obvious that a telephone or telegraph lineman, or even one less skilled, might run a wire on poles between two points. It is equally obvious that some local electricians might make the necessary connections between a high tension public utility line and a set of crossing flashers. Probably any garageman familiar with storage batteries might install a set of batteries in a well for the control of a semaphore. A local blacksmith or any other welder might conceivably connect up a rail circuit for the control of a line of signals. An affirmative holding on any or all of these points would not dispose of the case before us, because we are dealing with a group of men whose experience and varied skills are essential to the operation of the carrier and who must combine in one man or one gang of men all of these different skills. To maintain such an organization it is essential that it be protected within its scope. A competent and fully qualified organization of signalmen cannot be maintained by any carrier if various little parts of its work are to be chiselled off and given to other crafts.

The signal line circuits between St. Joseph and Napier, Missouri, was an essential part of the signal system of the Chicago, Burlington and Quincy Railroad Company. It had to be installed, it had to be maintained and it had to be kept in repair, which are the three basic services covered by the scope of the agreement, and it makes no difference whether this work could have been done by telegraph or telephone linemen or any other person or persons whomsoever. The decisive point is that this work was definitely within the scope of the agreement between the Brotherhood of Railroad Signalmen of America and the Chicago, Burlington and Quincy Railroad Company. Giving effect to the scope rule and considering the nature of the work performed, it necessarily follows that the claims must be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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;

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

That the claims (a) and (b) are sustained.

AWARD

Claims (a) and (b) are sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of July, 1941.