# Award No. 1503
# Docket No. SG-1212

## NATIONAL RAILROAD ADJUSTMENT BOARD
## THIRD DIVISION

**Elwyn R. Shaw, Referee**

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## 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 employes or other persons not covered by such agreement the work of installing and changing the signal line circuits in connection with installation of railway-highway grade crossing signals at Ursa, Fulton, Lewistown, Farmington, Opheim, Alsey, Bader and Piasa, Illinois, during June, July and August, 1939.

"(b) That such employes who were holding seniority rights and capable of performing the work, or entitled to promotion under provisions of the existing agreement, should have been used to perform the work described in paragraph (a) and that such employes be paid all wages lost because of the carrier's violation of the agreement in not using them to perform such work."

EMPLOYES' STATEMENT OF FACTS: "During the months of June, July and August, 1939, the Chicago, Burlington and Quincy Railroad management installed a number of railway-highway crossing signals at various locations in the State of Illinois, as cited in the claim in this dispute, assigning the duties of installing all of the overhead lines necessary to the completion of these projects to employes of the telegraph and telephone department in place of properly assigning such work to the employes of the signal deartment, who are specifically covered by the same agreement covering the class of work performed.

"This condition was protested in the proper manner and under date of September 12, 1939, the complaint was filed with Mr. W. R. Eble, Superintendent, Galesburg Division. The protest was appealed in regular order of succession up to the highest officer designated by the management to whom such appeals may be taken. In connection with this particular complaint, the management took the position that the work involved is not within the purview of the signalmen's agreement, advancing the argument that the duties of installing signal line circuits and their supports are not signal work and do not come within the purview of the agreement negotiated between the carrier and the Brotherhood, effective February 1, 1938.

"For ready reference the Scope rule and the classification rules of the agreement are here quoted:

> 'Scope. This agreement governs the rates of pay, hours of service and working conditions of all employes in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) performing the work generally recognized as signal work, which work shall include the construction, installation,

"In addition, the employes named in the claim were employed on the dates named and were paid not less than a minimum day of eight hours at their respective rates every day on which wires and fixtures were installed by telegraph linemen. It is inconsistent for any person to be heard to say that they should be paid more.

"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 employes 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 dismissed.

"4. The employes in question 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:** The principles involved in this case are identical with those in Docket SG-1194, Award No. **1501**. What is said in Award No. **1501** is controlling in the decision of this case.

**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 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 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.