

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**Third Division**

**I. L. Sharfman, Referee**

**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

**STATEMENT OF CLAIM.—**

"Claim of General Committee of The Order of Railroad Telegraphers—Chicago, Burlington and Quincy Railroad Company—for jurisdiction positions at La Salle, Illinois, and Ottawa, Illinois, now classified by the management as 'Bridge Tenders.' That because of the class of work these employees perform should be classified as 'Levermen,' as included in Scope Rule 1, Telegraphers' Agreement, and work thereafter performed to protect service requirements to be performed by employees classified as 'Levermen,' and that the employees entitled to these positions by seniority rights be paid for all time lost from May 27, 1935, at La Salle, and from July 23, 1935, at Ottawa, Illinois, the dates on which notices claiming jurisdiction were served on the management, and that a rate of sixty cents (60¢) an hour be applied thereto."

**STATEMENT OF FACTS.**—Although this was a joint submission, the parties could not agree upon a joint statement of facts.

The employees submitted the following as their statement of facts:

"The Illinois River at La Salle, Illinois, and Ottawa, Illinois, is spanned by Chicago, Burlington, and Quincy Railroad drawbridges. These drawbridges must be raised in order to permit boats engaged in river traffic to pass thereunder.

"In order to provide the necessary protection to trains when the drawbridges are raised a set of semaphore signals have been installed at either end of the bridges. The semaphore signals must be placed at stop position before the bridges are raised. These semaphore signals are operated by levers from a central point, said operation being performed by the 'Drawbridge Tenders,' who are located in towers on the bridges. A set of manually operated derails is installed at either end of these drawbridges and the employees operating the bridges are required, in addition to handling signals, to throw these derails to clear or restrictive position before the bridges are raised and after being lowered, as the case may be.

"The present classification 'Drawbridge Tenders' was arbitrarily applied by the management.

"In the past, and at the present time, under the management's classification 'Bridge Tenders' one employee is assigned to each bridge and required to perform the work in connection therewith throughout a twenty-four (24) hour period."

The carrier submitted the following as its statement of facts:

"Prior to the year 1933 we had a solid span bridge across the Illinois River at Ottawa, Illinois.

"At La Salle, Illinois, we had a 150 foot lift span in the bridge over the Illinois River, which span was installed in the year 1913.

"The lift span in the old bridge at La Salle was hand operated, and, due to the fact that there was very little traffic in the waterway, no bridge tender was maintained. A boat wanting to go through notified our agent at La Salle who in turn arranged for a member of a section gang to operate the bridge.

"Grease all cables.

"Carry up fuel for heating engine room.

"Carry up gasoline and supplies for engine and machinery.

"Keep all machinery in good repair.

"Check and recharge starting batteries.

"Inspect machinery and rails at ends of lift span.

"Keep a record of time that boat calls for bridge, time it is raised and lowered, and time that boat passes. Also name of boat and number of tows.

"Make written report to Superintendent of all boats passing.

"Operate lifting machinery for passage of boats and raise span to raised position at night and lower it in the morning.

"Same when going to town for supplies.

"Close gates across track at ends of lift spans at night and open them in the morning.

"Go to town for supplies, leaving the bridge in raised position while away.

"During the time the bridge tenders are on duty and actually on the bridges, the spans are in closed positions and raised only to permit the passage of boats. During the night, and at such times during the day when no trains are operated and the bridge tenders are not on the bridges, the spans are left in a raised position.

"The signals are handled by the bridge tenders only the few times trains pass over the bridges, and the derails are handled only twice in a 24-hour period, at night when the spans are left open and in the morning when the spans are lowered.

"Many employees in other classes of service handle levers controlling semaphore, derails, switches, etc., namely, train, engine, and yardmen, signalmen, sectionmen, etc., but because these classes of men do actually handle levers in connection with their regular and predominating duties it does not place them under the jurisdiction of the Order of Railroad Telegraphers.

"As shown in the Management's Statement of Facts, bridge tenders were employed for many years before these bridges were rebuilt, during all of which time the Order of Railway Telegraphers made no claim for jurisdiction. Neither did they claim jurisdiction after the bridges were rebuilt in 1933, but base their claims from May 27, 1935, and July 23, 1935, when hand-thrown derails were installed.

"The Board will observe that semaphore signals were placed in operation at La Salle on April 6, 1933, and at Ottawa on August 14, 1933, and the bridge tenders handled the semaphore levers for about two years, during all of which time the Order of Railway Telegraphers made no claim for jurisdiction.

"It is the position of the management that setting the signals and throwing the hand derails twice daily does not justify depriving the two bona fide bridge tenders of the work and classifying positions under the jurisdiction of the Order of Railway Telegraphers, solely because Rule 1 of their schedule contains the word 'levermen.'

"We are attaching as Exhibit No. 1 two photographs of the La Salle bridge and as Exhibit No. 2 two photographs of the Ottawa bridge."

**OPINION OF BOARD.**—The basic question at issue in this dispute is whether the work at La Salle and Ottawa, although performed by employees classified as bridge tenders, is in reality that of levermen, as claimed by the employees. This question involves an application of the terms of the agreement of which this Board may appropriately assume jurisdiction, since erroneous classification of employees can readily serve as an effective instrument for changing the scope of the agreement expressly established by the parties. It is true, of course, that all the work here involved, whatever its nature, is performed by bridge tenders, and that bridge tenders as such are not mentioned in the agreement; on the other hand, levermen are expressly covered by the agreement, and there is no qualification whatever as to where and under what conditions their work must be performed in order that it may be governed by the rules and rates of pay applicable to telegraphers under that agreement. Many bridge tenders are not levermen; but where they are levermen, it would appear to be immaterial that their work is performed in connection with the operation of drawbridges. The carrier contends that the word "levermen,"

as used in the scope rule of the 'Telegraphers' Agreement, refers to employees who are engaged in handling levers at interlocking plants for the purpose of directing and controlling movements of trains, and does not include bridge tenders who operate drawbridges. For this position the carrier offers no support other than its own determination and practice. The employees contend that where bridge tenders are required to operate drawbridges and the signals and derailing devices incident thereto by means of levers from a central point, these employees are "levermen" within the scope rule of the Telegraphers' Agreement. In support of this position the employees direct attention to the fact that the precise issue was so determined by the United States Railroad Administration and by the United States Railroad Labor Board in interpreting the practically identical scope rule promulgated during the period of Federal Control. Since these interpretations were made a part of the standard rules then established, and since the instant agreement, bearing effective date of September 1, 1927, was adopted subsequent thereto, the carrier must be taken to have agreed to this construction of the word "levermen" as used in the scope rule of the current Telegraphers' Agreement.

Since the work performed by the bridge tenders at La Salle and Ottawa is that of levermen, the employees performing this work must be so classified and accorded hereafter the protection of the provisions of the Telegraphers' Agreement. The employees displaced as a result of the carrier's action in classifying the work as that of bridge tenders rather than that of levermen are entitled, as claimed by the employees, to pay for all time lost from May 27, 1935, at La Salle, and from July 23, 1935, at Ottawa; but since there is no evidence of record as to the number of employees so displaced (except the unsupported assertion of the carrier that the employees were seeking to have six telegraphers employed instead of two bridge tenders), or as to the rate of pay properly applicable to this work (except the unsupported claim of the employees for sixty cents per hour), the amount of compensation for time lost, as well as the rate of pay to be applied to this work under the Telegraphers' Agreement, should be determined through negotiation of the parties.

**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 work performed by the bridge tenders at La Salle and Ottawa is that of levermen.

#### AWARD

Claim sustained, with the amount of compensation for time lost and the applicable rate of pay to be determined through negotiation of the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: H. A. JOHNSON  
*Secretary*

Dated at Chicago, Illinois, this 23rd day of February, 1937.