

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Sidney St. F. Thaxter, Referee

PARTIES TO DISPUTE:

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

STATEMENT OF CLAIM: "That the carrier has violated and continues to violate the signalmen's agreement by assigning to employes not covered by such agreement the work of repairing car retarder equipment at the Galesburg classification yards when the stellite torch is used to do necessary welding."

EMPLOYES' STATEMENT OF FACTS: "There is, in effect, an agreement between the management of the Chicago, Burlington and Quincy Railroad Company and the Brotherhood of Railroad Signalmen of America which provides in its Scope rule that, among other duties, the employes covered by said agreement and classified therein shall perform the duties of construction, installation, maintenance and repair of **car retarder systems**. In the past the carrier has disregarded the provisions of the agreement insofar as the necessary welding is concerned when said welding is done with the use of the stellite torch, and in which instance such duties are assigned to employes other than those covered by and classified in the agreement covering the classification of work here referred to.

"When the retarder system was first installed at the yards in Galesburg, the welding jobs, when a torch of any kind was used, were removed from the yards and taken to the mechanical shops at Galesburg for the work to be performed. However, the more recent practice has been to send a mechanic from the shops to the yards where the car retarder is located to perform such welding as may be required to restore the retarder parts to a serviceable condition. In some instances the shop mechanic was required to assist the signal maintainer in removing the damaged parts from the retarder prior to welding them and when the repair work (welding) was completed, assist in placing them back into service.

"Protest of such practice was first filed with the management by General Chairman Essman under date of January 29, 1939.

"For ready reference the Scope and Classification rules of the agreement, above referred to, 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,

and if it is decreed that the Railway Employees' Department, American Federation of Labor, should waive jurisdiction of this work, appropriate measures should be included in the award so as to permit the employee who has performed the service for many years to continue to do so as long as he remains in the service of this carrier and satisfactorily performs the duties assigned to him.

"In conclusion, the Management reiterates that it is willing to participate in a three-way conference, between the Railroad Signalmen, the Railway Employees' Department, American Federation of Labor, and representatives of the carrier, in an endeavor to satisfactorily dispose of this dispute. Until this is done, the Management does not believe that every reasonable effort has been made to dispose of the dispute on the property as provided in Section 2, First, of the Railway Labor Act. It is therefore suggested that the matter be remanded to the parties for handling to a conclusion as outlined herein."

OPINION OF BOARD: This case concerns the interpretation of the Scope Rule set forth in the Agreement of the parties, effective February 1, 1938. The Rule reads as follows:

"This agreement governs the rates of pay, hours of service and working conditions of all employees 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, 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.

"It is understood the following classifications shall include all the employees of the signal department performing the work enumerated under the heading of 'Scope.'"

The claim is:

"That the carrier has violated and continues to violate the signalmen's agreement by assigning to employees not covered by such agreement the work of repairing car retarder equipment at the Galesburg classification yards when the stellite torch is used to do necessary welding."

The car retarder is a patented machine set in the tracks in classification yards to control the speed of cars moving by gravity over the tracks. The control is by pressure exerted on the wheels of the car as it passes over the retarder. The machines are operated by men stationed in towers through the application of an electric current to the retarder mechanism. It is conceded that the installation of the retarders and their ordinary repair are duties covered by the Rule in question and, in fact, the retarders in the Galesburg Yard were installed and have been repaired and maintained by the employees of the Signal Department. In the course of time the bearing surfaces and parts of the retarder become worn, the length of time depending upon the amount of use to which it is put, varying from 18 months to 4 years. The practice in making these repairs was originally to remove the retarder and the whole section of track to which it was connected and then take it to the Maintenance of Equipment Shop where the work of welding by which the worn parts were replaced was done by employees other than those covered by the Agreement in question. The present practice

That the Carrier violated the Agreement by employing a Mechanical Department employe to perform the work included within the Scope Rule of the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of June, 1941.