

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuel, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
READING COMPANY**

DISPUTE.—"Claim that men established in system relay repair shop at Wayne Junction, Pa., on December 1, 1934, now classified as Leading Relay Repairmen, Relay Repairmen, Assistant Relay Repairmen, and Helper, and performing work formerly handled in division signal repair shops, are covered by the agreement between the Reading Company and the Brotherhood of Railroad Signalmen of America, and that such men should be classified and compensated under such agreement and retain seniority and other rights provided in such agreement."

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 hearing thereon.

As result of a deadlock, Paul Samuel was called in as Referee to sit with this Division.

The employees' representatives submitted the following as the "Statement of Facts":

"Prior to December 1st, 1934, the work of repairing signal equipment such as relays, disc signal, indicator instruments, etc., had always been assigned to and performed by the employees who are now classified as Leading Signalmen, Leading Signal Maintainers, Signalmen, and Signal Maintainers. On December 1st, 1934, a system signal relay shop was organized at Wayne Junction, Pennsylvania, at which time the work mentioned above and formerly done by the employees (coming within the scope of our agreement) at the division signal shops and by the individual signalmen and signal maintainers at their respective headquarters, was transferred from the divisions to the shop at Wayne Junction under the direct supervision of the Electrical Supervisor. The personnel of the new system shop is composed of men formerly employed in the service of the signal department on several of the divisions and the positions in question were filled by appointment instead of being advertised as provided for under schedule rules."

An agreement between the parties, effective July 1st, 1921, revised April 1st, 1929, is, in effect, the title page of which reads as follows:

"Agreement Between The Reading Company and the Signal Department Employees Specified Herein Engaged in the Construction, Installation, and Maintenance of Signals, Represented by The Brotherhood of Railroad Signalmen of America."

The several classifications of signal department employees are set forth in the agreement above referred to, as follows:

1. *Leading Signalman.*—A Signalman temporarily or regularly assigned to work with and supervise the work of Signalmen.

2. *Leading Maintainer.*—A Signal Maintainer held responsible for the work of one or more Signal Maintainers, in charge of a section or plant.

3. *Signalman, Signal Maintainer.*—A man qualified and assigned to perform work generally recognized as signal work.

4. *Assistant Signalman; Assistant Signal Maintainer.*—A man qualified and assigned to assist the Signalman or Signal Maintainer. The men assigned to

these positions to be promoted from Batterymen or Helpers, ability, fitness and seniority to govern.

6. *Helper*.—A man assigned to help Signal Department employees and perform such other work as is generally recognized as Helper's work.

It is further contended by employees' representatives that the relay repair work and other work including repairs to disc signal and indicator instruments, etc., performed by the employees in question at Wayne Junction Relay Shop is signal work within the meaning and intent of schedule rules and so recognized by all of the railroads throughout the country; that the work in question had always been assigned to and performed by signal-department employees on the different divisions of the Reading Company to whom the above classifications applied; that the classifications contained in the agreement between the parties are considered and applied as a standard classification for signal-department employees throughout the Nation, as well as upon the railroads in Canada and under these various classifications the construction, installation, and maintenance and repair of all signal apparatus is carried on as was done on the Reading System up to December 1st, 1934; that it is the general practice throughout the country for signal-department employees to perform the repair of relays and all other signal mechanisms in signal repair shops when a general overhauling or reconditioning of the apparatus is required. The signal shops are especially equipped for this purpose, and the work is generally recognized as "Signal Work."

The dispute is essentially a question of whether the railroad management can properly deprive certain signal-department employees of their seniority rights and of the protection afforded them by an agreement covering rates of pay and working conditions because of a change made in the location of their positions and a change made in their supervisor, and that the management was without right to exact an understanding on the part of the employees which would deprive them of their seniority rights in case they accepted the positions in the Electrical Repair Department.

It is contended by the carrier that upon the completion of the electrification of the carrier's lines centering in Philadelphia in 1931, the management appointed a Chief Electrical Engineer in charge of all electrical engineering, including signal engineering on the system, and that as the result of this action there was established at Wayne Junction an electrical repair shop for the purpose of repairing and conditioning electrical appliances for the entire system except those used on cars and locomotives and certain appliances in the Telegraph and Telephone Department; that the concentration of repairs to electrical signal apparatus in the shop at Wayne Junction on December 1, 1934, was in line with the establishment of the centralized shop and was carried out in the interest of efficient and economical operation; that the establishment of the electrical repair shop was a new Department and that so far as the Signal Department was concerned, its chief object was the furnishing of material and supplies for signal work and had little to do with actual maintenance work. The record in this case shows that the work performed in the new Electrical Department by the four men who were drawn from the Signal Department is substantially the same work performed by them on the various divisions of the line; that the management needed the four men to do some of the work that had been done by some of the signalmen in the Signal Department inasmuch as they were familiar with that class of work, and, therefore, the positions were offered to these employees on condition that they would lose their seniority rights in the Signal Department and on the divisions.

The evidence in this record supports the contention of the claimant that the four men are now performing substantially the same work in the Electrical Department as was performed by them on their respective divisions. In other words, the establishment of these positions at this location placed them under the direct supervision of the Electrical Supervisor instead of the Supervisor of Signals, has not changed the character of their work or employment.

It is the spirit and intention of the Agreement that employees who continue to perform signal work for the employer shall retain their seniority rights. The maintenance of signals on the system contemplates repair work which is now being done by the four employees involved, and no substantial harm or injury can be done in permitting these employees to preserve their seniority rights even though the location of their employment and the supervision of their work has been changed.

AWARD

It is therefore the Award of this Division that the four employees, Hillig as Signalman, Matters as Relay Repairman, Tomlinson as Signalman, and Rhoda as Repairman, shall each retain their respective seniorities upon their respective positions, and that they be compensated the rate of pay when employed immediately prior to December 1, 1934, retroactive to December 1, 1934. This Division does not at this time pass upon the controverted question as to whether the work done in that particular part of the Carrier's shop where these men are working as Signalmen and Repairmen shall hereafter be regarded as coming under the Agreement between the parties. Such question may be determined at a subsequent time under facts and circumstances as might then exist.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 4th day of September 1935.