

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
OF AMERICA**

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim that the placing of a shunt on a track circuit constitutes signal work coming within the scope of the Telegraph and Signal Agreement and should be performed by Telegraph and Signal Department employees.

EMPLOYES' STATEMENT OF FACTS: A shunt usually consists of a piece of wire of sufficient conductivity to efficiently shunt (or short) a track circuit. At each end of the shunt wire a clamp is securely fastened by soldering, brazing, or welding. The clamps are designed so that they can be fastened to the base of the rails by a set screw in each clamp. The set screws are usually pointed on one end so as to make good electrical contact.

A track circuit is a stretch of track sectionalized by insulated rail joints. The rails are bonded at each rail joint to provide a good and reliable conductor of electricity. This sectionalized stretch of track is energized with electricity which operates a relay. The relay in turn controls other electrical circuits which operate signals used to govern the movement of trains. Signals operating under this scheme of circuits are called automatic signals. Automatic signals can in turn be controlled manually by the introduction of circuit-breakers. These circuit-breakers are usually operated by or from a lever on an interlocker.

The purpose of placing a shunt on a track circuit is to cause a signal to assume its most restrictive indication, usually, stop, or danger position. A signal in this position will inform an approaching train that the block ahead, through which that signal governs, is either occupied by a train or some other obstruction, or that an unsafe condition exists. The act of placing a shunt across the rails is often referred to as "shunting the track circuit."

In placing a shunt across the rails of a track circuit to short the track circuit it cannot be definitely determined that the shunt is functioning as intended unless a test is made with a meter or the position of the signal is checked. Also, once applied, a shunt must be observed and checked at frequent intervals as it may be disturbed and fail to function as intended and the signal will display a proceed indication and therefore an approaching train will not be protected against an obstruction in the block protected by the signal.

In view of these facts, it is necessary to use a qualified signal department employe to apply these shunts.

which he is performing (for example, in renewing an impedance bond), he may apply and remove it from the rails as a part of his regular duties; and that wherever track forces are required to apply shunts in connection with the performance of their duties, they may likewise be required to do so as a part of their regular duties.

The contention that the application of a shunt is work accruing to Telegraph and Signal Department employees is not supported by any provision of the Schedule Agreement nor by the practice which has been heretofore followed. Wherever shunts are used it has been the practice to apply them under the conditions stated above, i.e., if in connection with Telegraph and Signal Department work an employee or employees of that department applies them, but if in connection with track work, a Track Department employee always applies them.

It is, therefore, respectfully submitted that on the basis of the practice under the applicable agreement followed on this railroad, as outlined above, the placing of a shunt on a track circuit is not work coming within the scope of the Telegraph and Signal Department Schedule Agreement, except where it is done in connection with other signal work; and that this request should be denied since the work claimed is not within the Scope of the Agreement applicable to this claim.

III. Under the Railway Labor Act, the National Railroad Adjustment Board, Third Division, is Required to Give Effect to the said Agreement and to Decide the Present Dispute in Accordance Therewith.

It is respectfully submitted that the National Railroad Adjustment Board, Third Division, is required by the Railway Labor Act to give effect to the said Agreement, which constitutes the applicable Agreement between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First, subsection (i), confers upon the National Railroad Adjustment Board the power to hear and determine disputes growing out of "grievances or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions." The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties hereto and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has shown that under the specific terms of the Agreement, the work of applying shunts is not work which accrues exclusively to Telegraph and Signal Department employees; and that such employees have no right to perform this work unless it is related to other work in the installation and maintenance of signals.

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the Employees in this matter.

OPINION OF BOARD: This claim presents the question of whether or not the placing of a shunt on a track circuit constitutes signal work coming within the scope of the Telegraph and Signal Agreement and, therefore, to be performed by Telegraph and Signal Department employees.

It is agreed by the parties hereto that the present claim involves only the New York Division of the Carrier.

The effect of placing a shunt on a track circuit is to disrupt the normal flow thereof. Its purpose is to shunt out the controlling track relay and thereby set the automatic signal in the rear at stop or the most restrictive position.

The difficulty here arises out of Instructions issued by the Carrier on March 9, 1945, to all Foremen and Machine Operators of the Track Department requiring them to arrange, when working in automatic block territory, to place a shunt across both rails of the track on which they are operating. The shunt to be applied just as soon as permission to use the track had been secured.

As stated in American Railway Signaling Principles and Practices:

"The track circuit is the most important link in the signal system. It is the medium of connection between the moving train and the signal or other device provided for its protection."

In their duty to maintain the signals the personnel of the Telegraph and Signal Department are charged with the responsibility of the proper functioning thereof. And, as stated in Award 1501,

"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 placing of a shunt on a track circuit removes the automatic signal to the rear from its usual or normal method of control. When such action is taken it affects the normal functioning of the automatic signal. It is important that the shunt shall properly function, when applied, and that it continue to do so during the period it remains. Likewise, it is important that the automatic signal properly return to its normal controls after the shunt is removed. Certainly this work, which relates to the functioning of automatic signals, comes within the duties of the effective Agreement to maintain the signals. We find the work to be within the scope of the Agreement.

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 rules of the Agreement have been violated.

AWARD

The claim, as limited, sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 28th day of October, 1947.