

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Edward F. Carter, Referee)**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**

**SOUTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** (a) Claim of R. W. Zink, signal maintainer, Marshall, N. C., for two (2) hours and forty (40) minutes (minimum allowance for calls) at the overtime rate for a call he was deprived of on January 31, 1944, due to telegraph operator at Marshall, N. C., performing signal work, renewing electric light in train order signal.

(b) Claim of W. B. Tinker, signal maintainer, Huntsville, Ala., for two (2) hours and forty minutes (minimum allowance for calls) at the overtime rate for a call he was deprived of on May 19, 1944, due to telegraph operator at Huntsville, Ala., performing signal work, renewing electric light in train order signal.

**JOINT STATEMENT OF FACTS:** (a) At 9:25 P. M., January 31, 1944, the telegraph operator at Marshall, N. C., replaced the electric light bulb in train order signal used for day or night indication at that point which was burned out.

(b) At 2:00 A. M., May 19, 1944, the telegraph operator at Huntsville, Ala., replaced the electric light bulb in train order signal used for day or night indication at that point which was burned out.

In neither of the above instances was the signal maintainer, on whose section this work was performed, called to correct the failure of the electric light in the train order signal.

**POSITION OF EMPLOYES:** The Brotherhood holds that the carrier violated the provisions of the existing agreement covering the signal department employees of the Southern Railway Company in assigning the signal work in question to employees of another department. The employees used to repair lights in train order signals were not covered by the signalmen's agreement and they hold no seniority rights to perform signal work.

There is an agreement in effect between the parties, effective April 1, 1942, which among other things, provides:

Scope—Rule 1, reads in part as follows:

This agreement covers the rules, rates of pay, hours of service and working conditions of employees hereinafter enumerated in Article II—Classification. Signal work shall include the construction, installation, maintenance and repair of signals, either in signal shops, signal storerooms or in the field, and shall also include necessary signal work on interlocking plants, automatic or interlocked highway crossing protection devices and their appurtenances, wayside train stop and wayside train control equipment, car retarder system, excluding track maintenance in connection therewith, centralized traffic control systems, as well as any other work generally recognized as signal work.

a semaphore and colored lenses, it was caused to display red, green or white lights, but the lantern continued to be the responsibility of the operator. Tending the light certainly did not constitute maintenance of the signal, and by the same analogy, the renewal of a burned out light bulb is not maintenance of the signal.

(2) The operating rules, as far back as we have been able to trace them, and certainly for 20 years in advance of the automatic block signals, required the operator at train order stations to tend and care for the train order signal lights. The rules required the operator to provide himself with flags and lanterns of the different colors described, to light the lantern at a certain hour and keep it burning during the night. The operating rules, in this respect, have never been changed, in any material sense, since the class or craft of signal maintainers came into the picture. They are now, in every essential particular, what they were 65 years ago.

The practice in effect over the past 65 years or more has not been changed, and there is nothing contained in the rules and working agreements covering signal maintainers and their duties, which requires any departure from the past practice with respect to the renewal of a burned out light bulb in a train order signal, merely because the lighting agent is now electricity instead of oil.

This claim represents an effort on the part of the employees to impose an uneconomical, inefficient and hazardous practice upon the carrier, based upon the assertion of a work monopoly which is not supported by the terms of the agreement; which the agreement was never intended to bring about, and which at least two generations of practice, both before and since there have been working agreements covering the class or craft here complaining, clearly establishes were never considered to be part of the duties of this class of employee.

For all of which considerations, these claims should be denied.

**OPINION OF BOARD:** The only question for decision is whether the agreement between the Carrier and the Organization vests the employees covered by the Signalmen's Agreement with the exclusive right to replace burned out electric light bulbs in train order signals.

The purpose of a train order signal is to indicate to the engineers of approaching trains, by the position of the arms by day and by the color of the light by night, whether there are train orders at the station for the approaching trains. The light is controlled by a switch in the telegraph office which is usually connected to the same circuit as the house lights. The present claims arise out of the fact that a telegrapher removed a burned out electric light bulb and inserted a new one in its stead. The Claimants assert that in replacing a burned out electric light bulb, the telegrapher was performing work assigned exclusively to signalmen by the applicable Agreement.

The Scope Rule defines the work of signalmen as follows:

"Signal work shall include the construction, installation, maintenance and repair of signals, either in signal shops, signal storerooms or in the field, and shall also include necessary signal work on interlocking plants, automatic or interlocked highway crossing protection devices and their appurtenances, wayside train stop and wayside train control equipment, car retarder system, excluding track maintenance in connection therewith, centralized traffic control systems, as well as any other work generally recognized as signal work. . . ."

It is evident that signalmen must be employees of varied skills and that the rule contemplates that all the work requiring the exercise of such skills, training and experience shall be performed by signalmen.

The replacement of a burned out electric light bulb in a train order signal requires no special skill. It is just as commonplace as the replacing of a defective electric light bulb in one's home. It is not recognized as the attribute of any particular trade or profession. It is a routine function which anyone could

well perform. To hold that a carrier must call a skilled employe who might often be a considerable distance away, to replace an electric light bulb of ordinary type, was never contemplated by the Scope Rule. If it should be so construed, we would be well on our way towards the creation of a contractual absurdity by interpretation.

The Board recognizes the necessity of protecting the work of signalmen as it does any other group under a collective agreement. But this does not mean that the simple and ordinary work that is somewhat incidental to any position or job and requiring little time to perform, cannot be performed as a routine matter without violating the current Agreement. To come within the scope of the Agreement it must be work requiring the exercise of some degree of skill possessed by a signalman. It is not disputed that prior to the negotiation of Signalmen's agreements, the attending of train order signal lights was the work of the Telegraphers and many Telegraphers' agreements still require it as a Telegrapher's duty. Clearly, the quoted Scope Rule of the Signalmen is not definite enough to remove this routine work from the Telegraphers, nor specific enough to place it exclusively with the Signalmen. The contentions of the Organization attempt to draw too fine a line and tend to inject too much rigidity into railroad operation when a reasonable amount of flexibility is essential to the welfare of both the employes and the carrier. We do not think that a proper basis for an affirmative award exists.

**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 employe 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 no Contract violation is shown.

#### AWARD

Claims (a) and (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson,  
Secretary

Dated at Chicago, Illinois, this 20th day of June, 1945.