

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bruce Blake, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: (a) Claim that the Carrier is violating and continuing to violate Article 5, Section 4 of the agreement, effective June 1, 1943, in not properly applying the rate of pay provided for therein to E. W. Brennen¹ and L. Bolden, T. & T. Maintainers.

(b) Request that claimants Brennen and Bolden be allowed the difference of six cents per hour for all time they are assigned to said positions until proper rate of \$1.12 is made applicable to their positions.

EMPLOYEES' STATEMENT OF FACTS: The employees involved in this dispute are regularly assigned to and are held responsible for the inspecting, testing and repairing of relays, and insulated wires, as specified in Article 5, Section 4 of the current Signalmen's Agreement, which is quoted herewith for ready reference:

"Signal maintainers, telegraph and signal maintainers, or telegraph and telephone maintainers regularly assigned to and held responsible for the inspection, testing and repairs of relays, insulated wire or locking shall be paid an hourly rate of \$1.03 per hour."

The rate of \$1.03 per hour as it appears in the above rule has been increased to \$1.12 per hour as the result of the general wage increase effective as of December 27, 1943.

The employees involved in this dispute and for whom we are claiming the rate of \$1.12 per hour are now being paid the basic rate of \$1.06 per hour.

The claimants are held responsible for the inspection, testing and repairs of various types of apparatus, some of which are listed below:

60 A selectors on dispatcher and message lines.

Horn relays for loud ringing.

Relays on lamp signals on concentration units.

Drop and key assembly for concentration unit.

Voice repeater relay shunts.

Auxiliary alarm relays.

¹ The correct spelling is Brennan.

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 established that under the applicable Agreement the Claimants are not entitled to the rate of pay which they claim.

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

OPINION OF BOARD: This claim is based on Article 5, Section 4 of the current Agreement which provides:

"Signal maintainers, telegraph and signal maintainers, or **telegraph and telephone maintainers** regularly assigned to and held responsible for the **inspection, testing and repairs** of relays, insulated wire or locking shall be paid an hourly rate of \$1.03 (\$1.12) per hour." (Emphasis supplied.)

In resisting the claim Carrier asserts in substance that the rate was intended to be accorded to telegraph and telephone maintainers who are usually employed at the larger general offices and at divisional headquarters; and who are possessed of greater skill than claimants.

There is, of course, no such limitation to be found in the rule. It is general in terms and must be construed to mean what it says: that "telegraph and telephone maintainers regularly assigned to and held responsible for the inspection, testing and repairs of relays" are entitled to the specified hourly rate—and this, regardless of what other duties they may be called upon to perform.

So, the dispute must be decided upon the facts established by the record. Without undertaking to review or analyze the evidence, we have no hesitancy in saying that to our minds the Claimants have satisfactorily established that their assignments require them to regularly inspect, test and repair several types of relays. That being the fact, they are entitled to the rate of pay provided for in Article 5, Section 4.

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 employee 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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 29th day of January, 1947.

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

INTERPRETATION NO. 1 TO AWARD NO. 3415

DOCKET SG-3369

NAME OF ORGANIZATION: Brotherhood of Railroad Signalmen of America

NAME OF CARRIER: The Pennsylvania Railroad Company

Upon application of the representative of the Employees involved in the above award, that this Division interpret it in the light of the dispute between the parties as to its meaning and application, as provided for in Section 3, First (m), of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

The request for interpretation of Award 3415 presents two questions:

(1) Whether it should be retroactively effective from June 1, 1943; and (2) whether employees other than the named claimants are entitled to benefits under it.

First. There is nothing in the claim itself nor in the presentation of it to the carrier nor in arguments before the Board to indicate that either the organization or the claimants contemplated recovering compensation on the adjusted basis prior to September 21, 1944, the date the local chairman initiated the claim with the carrier. In making the Award the Board did not have the matter of retroactive compensation under consideration; and upon the record the Board would not have been justified in allowing it.

Second. The organization, in presenting the dispute to the Board explicitly disavowed any purpose of construing an award, if favorable, as covering employees other than the named claimants. Upon the record made the organization could hardly have taken any other position, for the dispute was presented upon the issue as to what were the actual duties and services performed by the named claimants in pursuance of their assigned positions; and, upon the record made, the Board would not have been warranted in making an Award under which the employees other than the named claimants could claim benefits.

Referee Bruce Blake, who sat with the Division as a member when Award No. 3415 was adopted, also participated with the Division in making this interpretation.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 5th day of January, 1948.