

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY—Eastern Lines**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company:

In behalf of the Signal Maintainers assigned to the territories at Lebo and Emporia, presently assigned to Homer Green, S. P. Creson and W. E. Wilmore, for classification of CTC Signal Maintainer provided in section 6 (b) of Article I, and the rate of pay of CTC Signal Maintainer provided in Section 1 of Article V of the current Signalmen's Agreement, commencing March 1, 1955, and continuing so long as the continuous CTC system is in service.

EMPLOYES' STATEMENT OF FACTS: The Signal Section, Association of American Railroads, defines Centralized Traffic Control as follows:

"A term applied to a system of railroad operation by means of which the movement of trains over routes and through blocks on a designated section of track or tracks is directed by signals controlled from a designated point without requiring the use of train orders and without the superiority of trains.

Centralized traffic control is the term used to designate the complete modern system that has been developed to provide an economical means for directing the movement of trains by signal indications without the use of train orders.

GENERAL

Briefly, centralized traffic control consists of a combination of automatic block systems and interlockings. Such a system may be adapted to any existing signal installation and may be applied to single or to two or more tracks.

Signalmen's Agreement which specifically states that such installations do not change the classification of a Signal Maintainer.

Since the Carrier has established beyond a shadow of a doubt that (1) neither all nor a part of the claimants' assigned sections or territories are included in a continuous CTC installation and (2) the installation which is the basis of the Employees' claim is simply an "individual segregated remote control installation", as that term is used in Article I, Section 6-(b) of the Signalmen's Agreement, it should be obvious that the Employees are, through the medium of their claim in the instant dispute, attempting to have the Board amend or revise the aforementioned Article I, Section 6-(b) by eliminating the last sentence thereof. Without reciting the numerous awards of the Third Division that have so held, it is sufficient to say that the Board has repeatedly and consistently recognized that it is without authority to add to, take from or otherwise amend or revise agreement rules as written and agreed to by the parties to a dispute.

In conclusion, the Carrier respectfully reasserts that the claim of the Employees in this instance is wholly without merit or support under the current Signalmen's Agreement and should, for the reasons stated herein, be either dismissed or denied in its entirety.

The Carrier is uninformed as to the arguments the Organization will advance in its ex parte submission and accordingly reserves the right to submit additional facts, evidence and argument as it may conclude are required in replying to the Organization's ex parte submission or any subsequent oral arguments or briefs placed by the Organization in this dispute.

All that is contained herein is either known or available to the Employees or their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim, presented on March 5, 1955, is that the Signal Maintainers at Lebo and Emporia, Kansas, were assigned to territories which constituted a continuous CTC installation, and should therefore be classified as CTC Signal Maintainers, under Article I, Section 6-(b) of the Agreement.

This claim involves a section of about 18.6 miles, and the distances between the points involved are as follows: Emporia Depot to N. R. Junction, 1.1 miles; N. R. Junction to Wiggam, 4.2 miles; Wiggam to Lebo Depot, 13.3 miles. The Signal Maintainer at Lebo maintains the east 12 miles of this section, and the Signal Maintainer at Emporia maintains the rest.

The relevant history of the area is as follows:

In 1906 a mechanical interlocking plant was installed at N. R. Junction to control the signals and switches there; in 1924 the third track from the Emporia Depot to N. R. Junction was extended to Wiggam, and the signals and switches there were connected to and thereafter until November 30, 1954, electrically controlled by the interlocking plant at N. R. Junction. In 1944 a code machine was installed in the depot at Lebo to control the switches and signals there; in 1951 it was moved to N. R. Junction and operated from there; on November 11, 1954, the N. R. Junction installation was superseded by a larger control machine in the dispatcher's office at the Emporia Depot, 1.1 miles away. On November 30, 1954, the Wiggam controls at N. R. Junction

tion were transferred to the dispatcher's office at Emporia. On February 17, 1955, the control of the N. R. Junction signals and switches was also transferred to the same office at Emporia. On March 1, 1955, twelve new signals were installed about .3 mile east of Emporia. Thereafter all these signals and switches at Lebo, Wiggam, N. R. Junction and Emporia were controlled by code machine in the dispatcher's office at Emporia.

In 1954 and 1955 changes were made pursuant to 1954 public authority to modify the signalling system between Wiggam and Emporia as follows:

"Traffic Reversal, Wiggam-N R Junction, including remote control of N R Junction interlocking, Wiggam crossovers and Lebo sidings from Dispatcher's office at Emporia. Retire tower and mechanical interlocking facilities at N R Junction."

"Provide traffic reversal between N R Junction and Congress Street (one block west of Constitution Street), Emporia, including a code machine in the Dispatcher's office at Emporia for control of signaling at Lebo, Wiggam and N. R. Junction."

These 1954 and 1955 changes transferred the controls of N. R. Junction, Wiggam and Lebo signals and switches from N. R. Junction to the Emporia Depot, 1.1 miles away, but did not otherwise change the method of control, nor designate any part of the section as CTC territory, or for train control by signal indications only.

The Carrier's Time Tables No. 92, effective September 26, 1954, and No. 93, effective April 24, 1955, both show this entire territory as controlled by Automatic Block System and Automatic Train Stop. The Automatic Block System Operating Rules are inconsistent with those for CTC in providing (Rule 514) for "other authority" than signals. The Operating Rules for Automatic Train Stop are inconsistent with those for CTC, in providing expressly (Rule 680) that they "do not supersede or dispense with the observance of other Rules and Regulations", many of which provide for train orders and controls other than by signal.

Time Table 92 also provided:

"First track south of Eastward main track between N. R. Jct. and crossover at Merchant Street Emporia may be used as follows: Westward trains on signal indication at N. R. Jct. Rule 105 applies."

Rule 105 provides for authorization of train movements by train dispatcher under some circumstances.

The Agreement applicable here is the same as in Award 9060 and Award 9061, and the facts, issues and contentions of the parties are essentially the same except that here operating changes were made after the effective date of the new classification of CTC Signal Maintainer. But the changes here, as in those Awards, were not sufficient to constitute the CTC mode of operation.

An additional argument is raised here. It is that the Carrier, on page 10 of a pamphlet entitled "Along Your Way", has stated to the travelling public that the "CTC system (Centralized Traffic Control) governs traffic on track between Holliday and Olathe".

Presumably the mistake by whatever employe or official of the Carrier prepared or approved the statement was an honest one. But in any event it was a mistake; for the record shows that CTC was never installed on this section, that this section was never designated as CTC territory by the Carrier's operating department, and that train operation there is not governed solely by signal indications.

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 Employes 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of November, 1959.