

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.

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

The positions of Signal Maintainers with headquarters at Streator and Toluca should be classified as CTC Signal Maintainer, and the Signal Employees assigned to those positions, which are presently assigned to S. W. Buchanan and J. E. McGhiey, be paid the difference between the rate of pay of Signal Maintainer and the rate of pay of CTC Signal Maintainer beginning March 23, 1955, which is the date this part of the Illinois Division became continuous CTC installation, and continuing as long as the CTC installation remains 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

Since the Carrier has established beyond a shadow of a doubt that (1) neither all nor a part of the claimant's 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 hereof. 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 the instant dispute is wholly without merit or support under the 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 24, 1955, is that the Signal Maintainers at Streator and Toluca should be classified as CTC Signal Maintainers as of March 23, 1955, under Article I, Section 6-(b) of the Agreement.

This claim involves a section of about 11.4 miles, from Ancona, 6.2 miles west of Streator, to Kernan, 5.2 east of Streator.

Until July 15, 1947, a manually operated mechanical interlocking machine at Ancona operated five signals and five switches between Mile Posts 95 and 96 to control train movements between the main line and the Pekin branch, on that date it was superseded by a control machine at Streator.

Until August 7, 1951, a manually operated mechanical interlocking machine at Kernan controlled seven signals and seven switches between Mile Posts 84 and 85, at Kernan; it was then superseded by a new control machine at Streator which thereafter controlled the signals and switches at both Ancona and Kernan and also the interlocking for the N. Y. C. and G. M. & O. crossings at Streator.

Until March 23, 1955, a manually operated mechanical interlocking machine at the Wabash crossing, about one mile west of Streator, controlled eight signals and six switches nearby; on that date it was superseded by the control machine at Streator which was already controlling the switches and signals at Ancona and Kernan, and the N. Y. C. and G. M. & O. interlockings.

The claim was made next day and stated:

"Now that Wabash Crossing Interlocker has been converted from mechanical to electric and controlled from Telegraph office Streator by the same CTC machine that controls Ancona and Kernan, makes this a continuous CTC installation from ATC Block 801 to Block 971 between Ranson and Leeds, Illinois and the two Maintainers on this territory should be paid the CTC Signal Maintainers rate."

Thus the contention was that by the inclusion of the intervening Wabash interlocking controls with the Ancona and Kernan remote controls and the N. Y. C. and G. M. & O. interlocking controls in the control machine at Streator, this entire section became a continuous CTC installation. However, during the handling on the property it was also contended that the controls of Ancona and Kernan as Streator actually constituted CTC installations, rather than remote controls, when the new CTC Singal Maintainer classification became effective in 1953.

Time Table No. 91, which was in effect on March 23 and 24, 1955, does not designate this section or any part of it as CTC territory, but designates all of it as under "Automatic Train Control". It is therefore subject, not to the Carrier's "Centralized Traffic Control Rules", Nos. 650 to 661, inclusive, but to its "Automatic Train Control Rules", Nos. 670 to 679, inclusive, the last three of which provide for train orders. It is thus incompatible with CTC.

Since the accepted definition and description of CTC operation requires control only by signal indications, to the exclusion of time-table and train orders, the section in question cannot be classed as CTC territory.

The Agreement is the same as in Awards 9060 and 9061, and the facts issues and arguments are substantially the same. It is unnecessary to repeat the detailed analysis in the first said Award, or the summary in the second, of the differences between remote control and CTC. But for the same reasons this Claim must be denied.

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 Agreement has not been 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.