

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—Western Lines**

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

In behalf of H. L. Botkin and C. M. Roberts that the territories they are assigned to should have been classified as CTC in view of the CTC installation, therefore, they should have been classified as CTC Signal Maintainers under Section 6 (b), Article I, of the Agreement effective October 1, 1953, and paid the rate of that classification provided in Section 1, Article V, of the current Signalmen's Agreement.

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.

Employees and since it isn't there obviously has been no agreement rule violation as alleged by the Employees.

The Carrier also wishes to point out that there must have been considerable doubt in the minds of the Employees as to the propriety of this claim, otherwise why the delay of over eleven months between December 7, 1954, the date Mr. Comer declined the claim, and November 15, 1955, the date the proceeding was instituted with this Board.

In summarizing, the instant dispute actually presents only one question and that is whether the territory involved is, in fact, a part of a continuous centralized traffic control installation or system as alleged by the Employees. That the territory on which the complained of installation is located is not Centralized Traffic Control territory has been definitely established herein by the Carrier in that the Carrier has clearly shown that the signal system in effect as described, does not conform to the definition of "Centralized Traffic Control" as defined by the Signal Section of the American Association of Railroads and by the Carrier's Operating Rules, revised 1953. The Carrier also has clearly shown that the installation herein involved is a segregated remote control installation as referred to in Article I, Section 6-b of the current Signalmen's Agreement which specifically states that such installations do not change the classification of signal maintainer. Therefore the answer to the aforementioned question is an unqualified "No."

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 the instant dispute is wholly without merit or support under the Signalmen's Agreement and should, for the reasons previously 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: The claim is that as of October 1, 1953, the signal installation between Panhandle Junction, slightly less than a mile

and one-half west of Hutchinson Station, and the C.R.I.&P. interlocking plant about a mile and one-half east of Hutchinson, constitute a CTC system, and that the Signal Maintainers in charge of the system between those points should be classified as CTC Signal Maintainers under Article I, Section 6-(b), of the new Agreement, effective that day. The claim was made on November 20, 1953.

The history of the section is that on July 1, 1949, a mechanical interlocking plant at the C.R.I.&P. crossing of this Carrier was replaced by a control machine in the Rock Island Tower; shortly thereafter the control machine there replaced a mechanical interlocking plant which had governed train movements at Panhandle Junction and the Missouri Pacific crossing, both within three miles of the Rock Island Tower.

When the new classification became effective the time table did not designate any part of this section as CTC territory, but showed it as controlled by both Automatic Block System and Automatic Train Stop System.

As noted in Award 9062 today decided, the operating rules for both Automatic Block System and Automatic Train Stop System are inconsistent with CTC in that they provide for train control by other than signal indications.

There is some discussion of the fact that the Carrier extended CTC to Rock Island Tower from Way, about two miles farther east, as of September 25, 1955, designated it as CTC territory in Time Table No. 92, effective October 30, 1955, and in January 1956, gave Claimant Botkin the CTC Signal Maintainer's designation, retroactive to September 25, 1955. The record indicates that the designation was in error and that the intention had been merely to place the two miles of track under Rule 261 instead of under Rule 251 as before, and that when the error was discovered it was corrected in Time Table 93, effective July 22, 1956. However, the matter is not in point here, relating as it does to an entirely different territory, and to a time some two years after the date of this claim.

The Agreement is the same as in Awards 9060, 9061, and 9063, and except as above stated the facts, issues and arguments are essentially the same. It is unnecessary to repeat the detailed analysis in the first said Award, or the summary in the record 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 Employee 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 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.