

Award No. 9066
Docket No. SG-8477

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—Coast 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 positions at Mission Tower which are presently assigned to J. E. Stocker, M. F. Houser, J. V. Davis, L. Denham, and E. E. Roper for classification of CTC Signal Maintainer provided under Section 6 (b), Article I, and differential rate of pay for that classification which is provided in Section 1, Article V of the current Signalmen's Agreement, commencing October 1, 1953.

EMPLOYEES' 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.

not all interlocking installations. To be more specific, the automatic controls that exist between the Union Pacific signals and the Mission Tower interlocking signals are actually and fundamentally no different from those that exist between the Mission Tower interlocking signals and (1) the Santa Fe main line signals and (2) the Southern Pacific main line signals. They are also the same as those that exist between the Santa Fe's main line signals and the Los Angeles Union Passenger Terminal Company's "Terminal Tower" interlocking signals. The involved track circuits, relays, rectifiers and other signal equipment, appliances and appurtenances, including the maintenance thereof, are the same and do not differ in any respect at Mission Tower because of the presence of the adjacent Union Pacific centralized traffic control installation.

It will be observed from the foregoing that Signals 11, 20 and 32 and Track Circuits B5T, A5T, C5T and 5XT are neither controlled by nor are they a part of the Union Pacific CTC installation as contended by the Employees. It should also be obvious that the Union Pacific CTC installation could not possibly control the classification of the claimant Santa Fe signal maintainers whose rights are restricted to the performance of signal maintenance work at the respondent Carrier's Mission Tower and have no agreement or other rights to maintain either all or a portion of the Union Pacific CTC installation.

In conclusion, the Carrier emphatically reasserts that the Mission Tower interlocking, which comprises the section or territory to which the claimant signal maintainers were and are assigned, is neither all nor a part of the Union Pacific's CTC installation; hence, the claimant signal maintainers do not meet the requirements of Article I, Section 6-b and are therefore not entitled to the higher centralized traffic control maintainer's rate of pay prescribed in Article V, Section 1 of the current Signalmen's Agreement. The claimants have at all times been, the same as they were prior to the adoption of the current Signalmen's Agreement, effective October 1, 1953, in which Article I, Section 6-b and the classification of centralized traffic control signal maintainer first appeared, simply signal maintainers who were assigned to maintain the Mission Tower interlocker. They are not CTC signal maintainers.

The Employees' claim is entirely without support under the Agreement rules and should be denied in its entirety.

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

All that is herein contained has been both known and available to the Employees or their representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim, made November 24, 1953, is that as of October 1, 1953, Claimants, the Signal Maintainers at the Mission Tower at Los Angeles, were assigned to a section, part of which was included in a continuous CTC installation, and should therefore be classified as CTC Signal Maintainers under Article I, Section 6 (b) of the new Agreement, effective that day; it reads as follows:

"CTC SIGNAL MAINTAINER: A signal maintainer assigned to a section, all or a part of which is included in a continuous CTC installation. Individual segregated remote control installations not included in a continuous CTC installation do not change the classification of a signal maintainer."

Mission Tower is an interlocking plant on the Carrier's Los Angeles Division and governs the movement of Santa Fe and Union Pacific Railroad trains into Los Angeles Union Station over Santa Fe tracks.

The record in this Claim does not include the extended discussion of CTC and remote control systems set forth in the records in Awards 9060 and 9061. Thus the question presented is somewhat different.

But the record does include the accepted definition of CTC, which is 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."

The time table effective on October 1, 1953 is not shown in the record. However, the Carrier shows pages 10 and 11 of its Time Table No. 154, effective October 30, 1955, which it states "is representative of the Third District Time Tables that have been in effect during the period involved in the instant dispute." It is not clear whether this is intended to mean that the signalling systems on the territory in question were the same during the entire period. It shows that as of October 30, 1955, some two years later, the Automatic Block System was shown in the operating time table as in effect there for its several operations.

The Brotherhood's Ex Parte Presentation states:

"Mission Tower is an interlocking plant on the Los Angeles Division of this Carrier and governs the movement of Santa Fe and Union Pacific Railroad trains into Los Angeles Union Station.

"Trains on the Union Pacific Railroad are controlled by a CTC installation. Signals 32, 20, and 11, which are on part of the territory assigned to Signal Maintainers at Mission Tower, are controlled by the Union Pacific Railroad CTC operator when trains are routed to the Union Pacific Railroad. These signals and track circuits B5T, A5T, C5T and 5XT are an integral part of the continuous CTC system of the Union Pacific Railroad.

"There is no question here that the operation of trains on the Union Pacific Railroad is governed by a continuous CTC installation, controlled by a CTC machine. The signals and track circuits involved in this dispute are within the confines of the plant at Mission Tower and are a part of this CTC installation."

Carrier denies that the operation of trains here is governed entirely by the Union Pacific's CTC installation, but states in its Ex Parte Presentation:

"Signals 11, 20 and 32 are semi-automatic signals, in that they have both automatic and manual controls, **the automatic control of**

these signals consisting of a line circuit from the Union Pacific. The manual controlled portion of Signals 11, 20 and 32 involves levers 11, 20 and 32 in the general railway signal interlocking machine located in the Mission Tower building, the location of which is identified on Carrier's Exhibit 'A'." (Emphasis added.)

* * * * *

"The Track Circuits B5T, A5T, C5T and 5XT are located in the interlocking limits of Mission Tower and enter into the automatic control of Union Pacific signals so that they overlap into the plant. There are no relays within home signal limits at Mission Tower which are exclusively controlled by levers of the Union Pacific CTC machine."

Thus the Carrier admits that the Union Pacific CTC circuits "overlap into the plant." It states further: "There are no relays within home signal limits at Mission Tower which are exclusively controlled by levers of the Union Pacific CTC machine" which means that the Santa Fe signal system is not thereby converted into a CTC system. But the fact admittedly remains that the Union Pacific CTC circuits do "overlap into the plant" which constitutes part of the section to which Claimants are assigned. Thus Claimants are assigned to a section, part of which is included in a continuous CTC installation.

The parties are not in agreement as to the maintenance of the Union Pacific CTC circuits which "overlap into the plant." The Carrier states that they are maintained by the Union Pacific signal maintainers, while the Brotherhood contends that they are maintained by the Claimants.

In any event Article I, Section 6 (b) classifies as CTC Signal Maintainers, not only those who actually maintain CTC installations, but all those "assigned to a section, all or a part of which is included in" such installation. Thus all signal maintainers in the section are included regardless of their actual work, perhaps for the reason that they must be prepared and qualified to perform CTC signal maintenance work. But regardless of the reason we must accept the rule as we find it.

The Carrier contends that the Union Pacific's CTC installation which admittedly "overlaps into the plant" has not been shown to be "a continuous CTC installation" within the meaning of Article I, Section 6 (b).

As stated in Award 9060, the term "included in a continuous CTC installation" is not defined, but must certainly mean "included in one continuous CTC installation," so as not to be separated from it. Certainly it does not mean that a CTC installation can be discontinuous rather than continuous. Obviously the CTC circuits which "overlap into the plant" must be part of a continuous CTC installation since they are a continuous part of it.

The Carrier contends further that the CTC which is admittedly included in Claimant's territory is not a continuous CTC installation because it is not continuous with a Santa Fe CTC installation. But Section 6 (b) contains no such limitation or qualification.

The Carrier's admission that the Union Pacific's CTC circuit extends or overlaps into Claimant's territory is controlling here.

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 been violated.

AWARD

Claim sustained.

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.