

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20001  
Docket Number SG-19724

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Belt Railway Company of Chicago that:

(a) Carrier violated the Signalmen's Agreement, the Scope Rule in particular, when, on October 21, 22, 23, 26, and November 6, 1970, it assigned employer from its Electrical Department ~~to~~ install an electrically operated crossing ~~gate~~ on the fire road just west of the tracks that go under the hump.

(b) Carrier be required to pay Signal Inspector Jack ~~Rost~~; Leading Signalman ~~W. Longhouser~~; and Signalmen ~~H. Ronczkowski~~ and A. Swiderski, ~~at~~ the time and one-half rate of their respective rates of pay for an amount of time equal to that used by the Electrical Department ~~employees~~ on the above dates while installing the electrically operated gate. Carrier should also be required to pay the above man for any maintenance that may be performed by the Electrical Department ~~employees~~ while this claim is in progress.

Carrier's File: 430-S7

OPINION OF BOARD: The Signalmen contend that their Scope Rule was violated when Carrier permitted electrical employees to install an electrically operated crossing gate ~~in~~ Carrier's Clearing Yard, Chicago, Illinois. The claim is that the named Claimants should be paid time and one-half for all installation work performed by the electricians, together with pay for any maintenance work performed by ~~electricians~~ while the claim is in progress.

The Signalman's Scope Rule, with the text pertinent herein underlined, reads as follows:

"These rules shall constitute an agreement between the Belt Railway Company of Chicago and Signal Department employees, of the classifications herein set forth, engaged in the installation and maintenance of all signals, ~~interlockings~~ (not including such equipment on rolling stock), highway crossing protection. excluding highway crossing gates not operated in conjunction with track or signal circuits, but including electrically operated crossing gates, and the repair and adjustment of signal relays and the wiring of signal instrument cases, and the maintenance of car retarder systems, and all

**“other work** in connection **with** installation and **maintenance thereof that has** been generally recognized as signal work, represented by the Brotherhood of Railroad Signalmen **and shall** govern the hours of **service**, working conditions and rater of pay of the respective positions and employees of The Belt Railway Company of Chicago, specified herein, namely, inspectors, assistant inspectors, foremen, assistant foremen, leading maintainers, leading signalmen, signal maintainers, signalmen, assistant signalmen and helpers.”

The Signalman contend that the exclusionary **phrase in the above** underlined **text** means that manually operated crossing gates are not **covered** by their Scope, but **that** any electrically operated **crossing gate**, regardless of its function, **is** within **their** Scope. The Carrier's **position** is that the **work is** outside **the** Signalmen's Scope because: (1) the **subject** gate's function **is not** to protect a railroad crossing, and (2) **that**, if the **gate** did protect a **rail** crossing, the gate would still be outside the Signalmen's Scope **because it is** not **operated in** conjunction with any track or signal circuit. In respect to **its** latter point, Carrier asserts that the Scope Rule **specifically** excludes **crossing** gates not operated in conjunction with **track** or signal circuits.

After a careful study of the **record**, and a thorough study **of** the **arguments** concerning the interpretation of the Scope rule, we believe the Carrier's **first contention** is sound and, therefore, we must reject the Signalmen's **meaning** of the Scope as applied to the instant dispute.

The record shows that, throughout Carrier's Clearing **Yard** in Chicago, there **is a** network of privately owned roads (known as fire **roads**) which is **used** by Carrier vehicles and **personnel**. From 1963 to 1970, Carrier used **a** manually operated, locked gate on one of the roads in order to control an extreme **amount** of unauthorized vehicular traffic on the road. The gate had the usual disadvantages of a manual type gate, **i.e.** the driver had to stop his vehicle, unlock the gate, open it, drive through, walk back to the gate, lock it, and walk back to his vehicle. In 1970, the Carrier eliminated these disadvantages by installing the gate which is the subject of this dispute. The disputed gate is an electrically operated **gate similar** to those in use in private parking lots. An authorized user of the road possesses a card, which, upon insertion in an activating device, opens the gate **without** the driver leaving his vehicle. After the vehicle passes through, the gate returns automatically to its down position. The rail crossing on the road **served** by the **gate** is **situated at** a distance of 357 feet from the gate, and the **gate** is not tied in with any track circuit. All of the foregoing is made abundantly clear by photographic exhibits contained in the record and, thus, we conclude that **the** newly installed gate had nothing to do with the approach or presence of trains to or in the environs of the gate. Therefore, the disputed **gate** is not a "crossing **gate**" within the meaning of the instant Scope Rule and we shall deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Paulsen  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1973,