

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20001
Docket Number SG-19724

Frederick R. Blackwell, Referee

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(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 employees 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 men for any maintenance that may be performed by the Electrical Department employees while this claim is in progress.

/Carrier's File: 430-S/

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 Signalmen'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 rates 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 Signalmen 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,