

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20325
Docket Number SG-20201

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway that:

(a) On or about August 12, 1971, Carrier violated the current Signalmen's Agreement when employees of the Communications Department installed a "dragging equipment detector" at Dunlap, Iowa.

(b) Carrier now be required to compensate the following members of Signal Crew #2 an amount of time equal to that consumed by employees of the Communications Department performing the above work:

D. C. Gordon, Foreman
R. R. Siders, Signalman
M. E. Naber, Signal Helper

Carrier's File: 79-3-967

OPINION OF BOARD: This is a Third Party case in which the IBEW has filed a Submission stating that the Carrier properly assigned the work involved in this dispute to the Electrical Workers' craft.

The Signalmen contend that the Scope of their Agreement was violated when the Carrier permitted employees from another craft to install a "dragging equipment detector" at Dunlap, Iowa. The specific theory is that such a detector is covered by the text of the scope rule which secures to Signalmen the construction, repairing, etc. of: (1) "all appurtenances on or along the railway tracks for the regulation of the movement of trains ..." (Scope, paragraph 1); and (2) "all detector devices connected to or through signal or train control apparatus." (Scope, paragraph 1(1)). (There is no contention that the work is generally recognized as signal work.)

The language "all appurtenances", etc. in the rule, immediately precedes the phrase "as follows"; this phrase then introduces or leads into about twelve subparagraphs which describe a fairly large number of specific items of equipment and systems. The above quoted paragraph 1 (1) is one of the subparagraphs. When language is so structured in a rule, the general language ("all appurtenances", etc.) is given less weight than the specific language in rendering an interpretation of the rule. Also in the instant rule, we find that certain "detector devices" are expressly mentioned in subparagraph (1) and, therefore, such devices are specifically designated

as signal work. We conclude therefore, that whether a scope violation occurred must be determined by reference only to the specific rule in subparagraph (1).

In 1957, the signal forces installed a dragging equipment detector at Ogden, Utah. This detector, upon being tripped by a dragging object, causes a train control signal to display a stop signal to the involved train. This affords opportunity for the train crew to inspect the train. In contrast, the disputed Dunlap detector, when tripped, transmits a signal over a communications circuit to the Dispatcher at Boone who then notifies the CTC Operator at Missouri Valley. The Operator can display a stop signal to the train that triggered the device and advise its crew, by radio or phone, of the problem. Since the Dunlap detector produces information which the Dispatcher uses "for the regulation of the movement of trains," and since the end use of the Ogden and Dunlap detectors are the same, the Employees say that there is no significant difference between the two installations and that both involve detector devices connected to or through signal or train control apparatus. Thus, the Carrier's recognition of the Ogden detector as signal work must also apply to Dunlap.

We do not concur. Subparagraph (1) of the rule speaks of "All detector devices connected to or through signal or train control apparatus." (Emphasis ours.) This language clearly describes something consisting of mechanical and/or electrical equipment; it does not describe something which includes people in its operation. We conclude, therefore, that the rule cannot be read so as to treat the Dispatcher and the CTC Operator as the connection to or through signal or train control apparatus. 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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July, 1974.