

PUBLIC LAW BOARD NO. 3715

Joseph Lazar, Referee

AWARD NO. 16
CASE NO. 16

PARTIES) UNITED TRANSPORTATION UNION
TO) vs.
DISPUTE) BURLINGTON NORTHERN RAILROAD CO. (Former C&S)

STATEMENT
OF CLAIM:

G. F. Hosack, et al., claims 100 miles in addition to any other earnings on dates of claims account required to service the rear end protective devices known as the "Black Box". (T-3151).

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Memorandum of Agreement dated September 6, 1984, that it has jurisdiction of the parties and the subject-matter, and that the parties were given due notice of the hearing held.

The employees involved in this claim were regularly assigned on the Ft. Collins Road Switcher on dates of claims. Pursuant to Arbitration Board No. 419 between the parties (pursuant to Article X of the National Agreement, dated October 15, 1982), the Carrier removed the caboose and instructed crew members to use a rear end signalling device, commonly referred to as the "Black Box". This "Black Box" consists of a flashing warning device, and a device to measure the train line air pressure, etc., and the "Black Box" relays the information by radio signal to a receiver on the control unit of the engine consist. The "Black Box" is powered by storage batteries.

The "Black Box" was taken from the depot by the train crew and attached to the rear end of their train each day of claim. On completion of each tour of duty, the train crew was required to

return the "Black Box" to the depot and attach both elements to a battery charger to recharge the batteries for the next service. The task of attaching the "Black Box" to a battery charger between uses takes just seconds to accomplish and requires no more skill than what is required to plug a household appliance into a wall socket.

It is the position of the Organization that although Arbitration Award No. 419 allows train crews to attach and detach the "Black Box" to or from the train, the Award does not require train crews to service the device, i.e., to attach the "Black Box" to a battery charger. The Organization contends that "servicing the "Black Box" is a violation of the agreement as that function is outside the scope of the duties of trainmen."

The Board's Opinion, in Arbitration Award of Board No. 419, states, in part:

"...the Board finds that it is the train and yard crews responsibility to place and/or remove a rear-end protective-marker device. Careful analysis of the evidence indicates that the work involved does not fall outside the purview of their traditional job responsibilities, but that the work is incidental to their normal range of duties. It may well be that the new device which weighs more than the old marker, creates an additional work load effort which is difficult to define with any precision at this time, but the basic duties have been and can be performed by the affected employees. This is the salient consideration. The Board finds no evidence that the asserted work load changes would preclude or restrict a caboosless operation or unreasonably enlarge the duties of the road and yard crews as to make it a burdensome obligation.

"...the Board finds that the affected personnel may be required to place and remove the rear-end protective-marker device under generally understood work of the craft traditions. The affected personnel may not be required to add and/or remove rear of train marker/air guage devices (i.e. so called "black boxes") at points where other appropriate personnel are on duty and available to do so, but they may be required to do so at other points and at times when it is done in connection with road and/or yard train or cars that they handle." (pp. 16-17).

Further, the Board of Arbitration No. 419 stated, in part:

"...the placement and removal of the rear-end protective device falls within the normal position responsibility of the affected crew, and thus, when said employees are performing this task while under pay, the task is a concomitant extension of their normal duties." (p. 21).

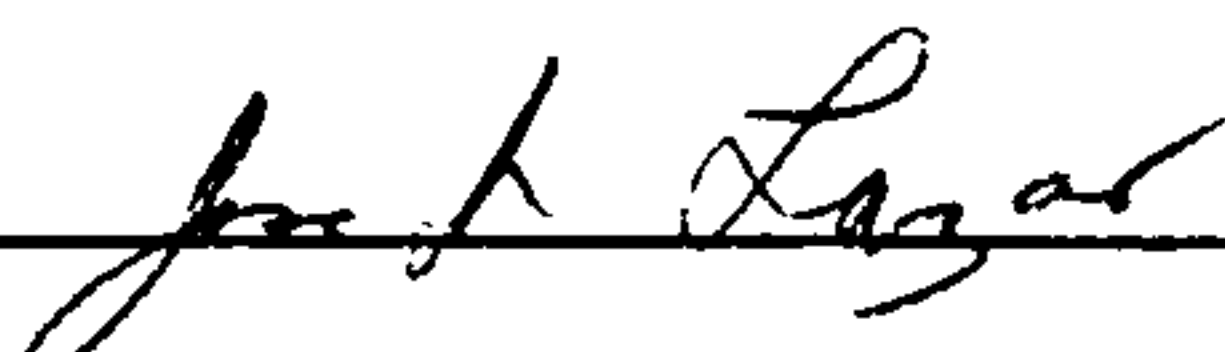
In the instant case, there is no dispute that Arbitration Board No. 419 found that the removing or applying the "Black Box" to the train or handling it between the train and the storage area came within the scope of the duties of trainmen, and the Organization raises no dispute over such work. The Organization contends, however, that the tasks of recharging the "Black Box" was not included within the tasks of carrying the "Black Box" to and from the train, and therefore, by implication, the tasks of recharging do not come within the scope of the duties of the trainmen.

This Board does not accept such implication. The question of recharging the "Black Box" was not presented to nor dealt with expressly by the Arbitration Board No. 419. The Board had before it simply the question: "4. Is it the train and/or yard crew's responsibility to place and/or remove a rear-end protective-marker device?" Clearly, rather than imply that recharging the "Black Box" was outside the scope of the duties of trainmen, a reasonable construction of the language of the Board is that the basic duties involved in the placement and removal of the rear-end protective device falls within the normal position responsibility of the affected crew, and such basic duties would include the tasks of recharging the device.

The Board, in the instant dispute, finds that the tasks of recharging the "Black Box" are incidental to and included in the basic duties of placement and removal of the rear-end protective device, and come within the scope of the duties of trainmen.

A W A R D


1. The Carrier is not in violation of the Agreement.
2. The claim is denied.



JOSEPH LAZAR, CHAIRMAN AND NEUTRAL MEMBER



W. T. PEARL, EMPLOYEE MEMBER



G. L. SHIRE, CARRIER MEMBER

DATED: July 16, 1986