

BEFORE
PUBLIC LAW BOARD NO. 717

Carrier's File: R-21015
Organization's File: L-184-D-793

AWARD NO. 583
(Case No. 583)

UNITED TRANSPORTATION UNION

vs.

BURLINGTON NORTHERN RAILROAD COMPANY
(Former SL-SF Ry. Co.)

STATEMENT OF CLAIM:

Claim of Conductor R. L. Martin, Ft. Scott, Kansas, for pay for all time lost beginning September 28, 1979 up to and including December 11, 1979, pay for attending the investigation conducted September 20, 1979, and restitution of any loss of fringe benefits.

JURISDICTION:

The jurisdiction of this Board is stated in its Award No. 1. That statement is incorporated herein by reference thereto.

OPINION OF BOARD:

Claimant was preparing to depart as conductor on Train GKU from Ft. Scott, Kansas. He was completing paper work in the yard office and instructed the rear brakeman to runaround the caboos to get it behind the engines.

This train, we are told, regularly comes to Ft. Scott, and this move is made as a normal part of the procedure.

When the brakeman discovered one of the two tracks that was to have been used for the movement occupied by an engine, he returned to the yard office and told the claimant, who then instructed him to "drop it."

In the process of making a running switch to drop the caboos into Track No. 11, a switch to Track No. 9 was open and engines moved into it, colliding with another caboos, and the result was a derailed engine.

The only question is what should the claimant have done which he did not?

The Carrier says the brakeman was in service "only 16 months." The Organization says that he had been on this run regularly, made the move as a normal thing, and could have been expected to know how to accomplish it correctly.

Should the conductor put down his paperwork and follow his crew, watching over their shoulder to see that the switches were lined correctly? Likely, it would have resulted in a delay to the train.

In Award No. 386 of this Board, we found a conductor should have been in close proximity to the movement and found him liable. We do not so find in this case. The conductor had good reason to trust the ability of his crew member, who failed in this case to perform properly a procedure that could be considered routine.

FINDINGS:

Public Law Board No. 717, upon the whole record and all the evidence, finds and holds:

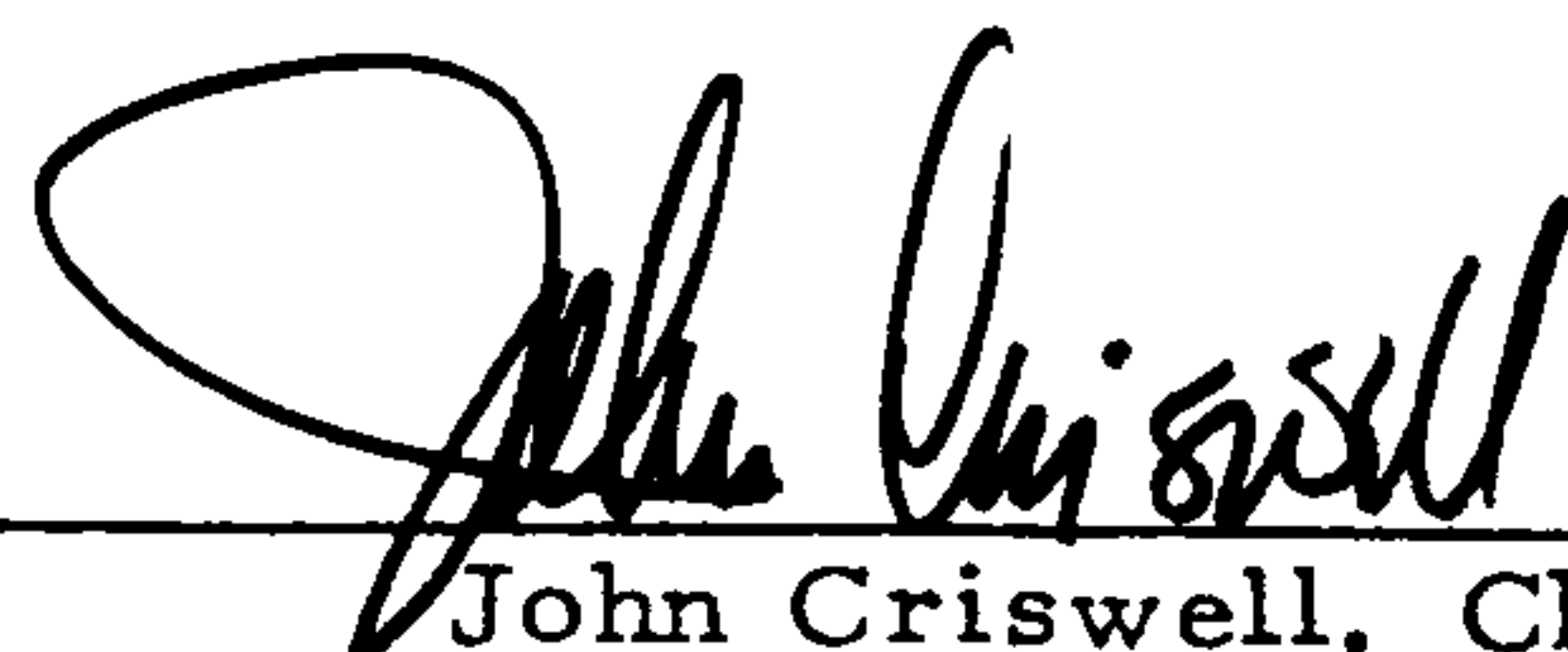
1. That Carrier and Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;
2. That this Board has jurisdiction over the dispute involved herein; and
3. That the Agreement was violated.

AWARD

Claim sustained.

ORDER

Carrier is hereby ordered to make effective Award No. 583, made by Public Law Board No. 717, on or before 30 days from this date.



John Criswell, Chairman
Neutral Member

L.R. Burk
L. R. Burk, Carrier Member

J.A. Alford
J. A. Alford, Employee Member

Dated at Springfield, Missouri, this 29th day of Sept, 1984.