

The Second Division consisted of the regular members and in addition Referee Thomas V. Bender when award was rendered.

Parties to Dispute: ( International Brotherhood of Firemen and Oilers  
( Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. Under the current controlling Agreement, Ms. Melody Beye, Hostler Helper, Alliance, Nebraska, was unfairly dealt with when suspended from service of the Burlington Northern, Inc., from April 30, 1980 through May 6, 1980, inclusive, and a mark placed on her personal record.
2. That, accordingly, the Burlington Northern, Inc., be ordered to pay Ms. Melody Beye for all time lost at the pro rata rate and remove the mark for her personal record.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant in this case, Ms. M. Beye is a Hostler-helper employed by the Carrier at its facility in Alliance, Nebraska. The Claimant and Hostler J. L. Gosseling were directed to move a seven (7) unit consist from Track 6 to Track 4 in the Alliance Yard. In order to accomplish this move the consist had to pass through the West 5/6 switch. When the move commenced the West 5/6 switch was lined for a movement off Track 5 and therefore against the Claimant's planned move. Matters were further complicated by the fact that only one of the seven units had operable air brakes. The movement was commenced about 4:30 p.m. and before the Claimant noticed the West 5/6 switch was improperly lined for the planned move, the seven units had gone beyond the point where the Hostler could stop them short of the switch. As a result, the West 5/6 switch was run through and the Claimant, following an investigation was suspended from service April 30 to May 6, 1980 inclusive.

The Carrier alleges the Claimant's actions violated Consolidated Code Rule 19 which provides: "It must be known that switch is lined for movement to be made, and that points fit up properly."

The Organization raises two defenses. One, the Hostler should have stopped the consist short of the switch; basically, it was Hostler Gosseling's fault. Two, that the record does not support the discipline imposed.

As to Defense No. 1, supra, Second Division Award 7975 (Van Wart) resolves the argument. Referee Van Wart noted, *inter alia*,

"Although Claimant admitted that it was his duty to transfer the information from one form to the other form and he admitted that he had not done so, on May 13, 1976, he chose to place the blame therefor on other than himself. In that connection this Division, in its Award 6538 (Lieberman), on this property and between the same parties, held:

6538 - Lieberman

'Petitioner argues that the responsibility for the mishap was properly that of the foreman rather than that of Claimant. The transcript of the hearing clearly indicates that Claimant, by his own admission, instructed the hostler helper to move the engine in question and also that he did not tell him that the air brakes were cut out. Perhaps others, including the foreman and the hostler were derelict in their duties, however, each employee is responsible for the performance of his duties and his failure cannot be excused because others may also have been at fault (Award 1716). Over the years, in all divisions, we have ruled consistently that employee responsibility cannot be avoided by shifting of blame to supervisors or other employees (for example see First Division Award 12160, Second Division Award 4521 and Third Division Award 6307).'"

An employee cannot avoid the consequences of their negligence by pointing an accusatory finger at another. Each one of us must accept and answer for our own actions and job performance.

As to the second defense, we find substantial evidence in the record to support the Carrier's actions. At page 8 of the transcript the Claimant was asked the following question and gave the following answer:

"Q. Did you discuss stopping distance required because of air only being used to control one locomotive?

A. No."

Why not seems rather important to have that kind of information clearly understood by the Hostler-helper and Hostler; especially when you're shoving a seven unit consist with air in only one unit! Then at page 9 of the Transcript

the Claimant made the following responses:

"Q. Ms. Beye, what was the indication of the West  
5/6 track switch?

A. It was lined against us.

The Claimant also testified that she was aware of Rule 19 quoted supra.

The assessment of the discipline in this case was neither discriminatory, arbitrary, capricious or unreasonable.

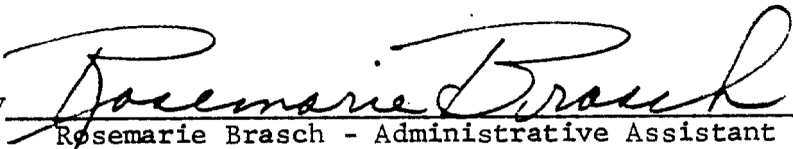
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Acting Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 23rd day of June, 1982.