

PUBLIC LAW BOARD NO. 2236

Award No. 16
Case No. 16

PARTIES TO DISPUTE:

WESTERN MARYLAND RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM:

Claim of Flagman V.R. Householder to have record cleared and paid for all time lost, account being suspended for ten days for alleged violation of Rule 108, Western Maryland Book of Operating Rules, and Rule 210, Section B, Paragraph 3 of Form CDT-30, on September 19, 1977.

FINDINGS:

On September 18, 1977, Claimant was the regularly assigned Flagman on Train DJ-12, Hagerstown, Maryland to Rutherford, Pennsylvania. Train DJ-12 was called at Hagerstown for 9:30 p.m., Extra 3578 East, consisting of 90 loads and 28 empties. The Train departed Hagerstown at 11:15 p.m. with instructions to pick up Helper Engine 7546 at Reid, which is five miles east of Hagerstown. Claimant was positioned in the caboose of Train Extra 3578 East, and the remainder of the crew was at the headend. The Train moved past Reid until it was thought that the rear of the Train would clear the interlocking plant in order to allow the Helper Engine to move from the Helper Track to the rear of their Train. When the Train stopped at Reid, the rear of the Train did not clear the interlocking plant and the Helper Engine could not move from the Helper

Track to attach to the rear end of the Train. According to the Conductor, the Helper Engine came out of the Helper Track with his light on and then turned it off and then blinked his light, "and we assumed he was coupled to the Train." The Train left without the Helper Engine. The Organization asserts that Claimant was not able to communicate with the head end of the Train to notify them that the Helper Engine was not attached. The Carrier asserts that Claimant could have done so by activating the Conductor's valve on the caboose.

It appeared that the Train proceeded for a distance with no problems, topping all grades without the assistance of the Helper Engine. However, when the rear of the Train toppled over Guilford Hill, the airbrakes went into an emergency application. In a matter of minutes, the airbrakes began to release on the rear of the Train, and the Train departed Guilford. The Train continued to Chambersburg, and again the Train experienced an emergency application of the airbrakes. At this point the airbrakes did not release, and the crew made an inspection of the Train. The crew found that there was a derailment in the Train, 41 cars from the rear. On further inspection, it was discovered that 14 cars had been derailed. It appeared from the record that the first derailment was at Milepost 16.6, in the vicinity of Guilford Hill; and a second derailment was some 6.4 miles from the initial derailment.

Claimant, at the rear of the train, observed none of this extensive damage to the track and right-of-way, and made no attempt to stop the Train by the application of the airbrake valve in the caboose.

After investigation and hearing, Claimant was assessed a ten-day suspension for his responsibility in failing to stop the Train at Reid for the Helper Engine and for failing to inspect the Train for derailment and/or damage after

the undesired emergency application of airbrakes at Guilford, which resulted in the extensive derailment and damage.

Neither the Helper Engine crew nor the other members of Claimant's crew were disciplined.

It is the Board's opinion, based on the evidence of record, that Claimant was in violation of the rules as charged. The record further shows, however, that the other members of Claimant's crew were also in violation of the Carrier's Operating Rules, but were not disciplined. Carrier argues that Claimant should bear the full brunt because he allowed a derailed car to drag for over six miles.

It is a fundamental principle in labor relations that there must be no disparate discipline imposed where more than one employee is culpable. Carrier is not entitled to single out one employee for discipline and to relieve the remainder of the crew who were also responsible.

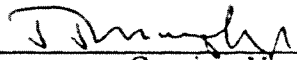
Under the circumstances, the claim must be sustained.

AWARD:

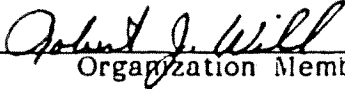
Claim sustained. Carrier is ordered to make payment within thirty days from the date of this Award.



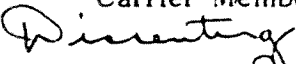
Neutral Member



Carrier Member



Organization Member



Dissenting

Date: 1-19-83