

SPECIAL BOARD OF ADJUSTMENT 1063

Case No. 254  
Award No. 254

PARTIES TO DISPUTE:

Brotherhood of Locomotive Engineers

and

Norfolk Southern Railway Company  
Norfolk and Western Railway Company, et al.

STATEMENT OF CLAIM:

Claim of Engineer Johnny Parker and Engineer Trainee W. B. Rudisill, Piedmont Division, Charlotte North, for payment for each Claimant for all time lost, in connection with allegedly not making a proper brake test at Johnson Siding, N.C., MP N16.1, while serving as Engineer and Engineer Trainee, respectively, on Train No. 91, September 26, 1995. Article 31, Schedule Agreement.

OPINION OF BOARD:

Claimants were Engineer and Engineer-Trainee respectively on the Yadkin Local, Train P91, on the date listed in the dispute. They were charged and found guilty of failure to make a proper brake test in compliance with Rule A-14, while handling their assignment at Johnson siding, Milepost N16.1, North Carolina.

On the date of the alleged incident, two Carrier officials were making a twenty-four hour saturation rules check and following the usual routine, they monitored the work performance of the Yadkin Local crew, in and around Johnson siding. In the course of the observation, they watched the crew pick up cars and make a brake test of cars added to their train. It was noted the E.O.T. (End of Train) device did not give a displayed digital reading, which could be relayed to the H.O.T. (Head of Train) device located in the locomotive compartment, so the Engineer would know the brakes applied and released on the end of train.

In the course of the trial, the Organization's Representative made the salient point that the display circuit on the E.O.T. device could have been defective, which would not necessarily prevent the E.O.T. device from correctly sending a signal to H.O.T.

To accurately determine whether Claimants were in compliance with Rule A-14, covering the observation of H.O.T. and E.O.T. devices to ascertain whether a proper brake application was made,

it presupposes there is a functional display circuit operating on the E.O.T. In this case, because of their physical observation of brakes being applied and released, there is a strong presumption the display module in the E.O.T. device was defective. Whether the Engineer applied and released the brake, apparently a fact no longer in issue, could also have been determined from the event recorder, i.e. the Engine Tapes. But strangely they were not pulled.

It would appear to this Board, there may have been a hurried judgment in this case by Carrier officials because of a possible defective E.O.T. display module. While not pertinent to our decision, but as a matter of mutual interest, we are advised the FRA withdrew its decertification decision because of a defective mechanical condition. It is our decision the thirty-day suspension imposed on the Claimants should be expunged from their records and they should be compensated accordingly.

FINDINGS:

The Agreement was violated.

AWARD:

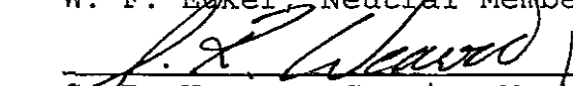
Claim sustained.

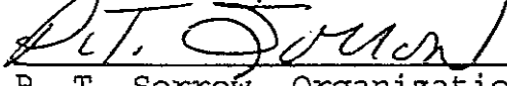
ORDER:

The Carrier will place the Award into effect within thirty (30) days of the effective date.

Dated at Norfolk, Virginia, this 2nd day of April, 1998.

  
W. F. Ecker, Neutral Member

  
S. B. Weaver, Carrier Member

  
P. T. Sorrow, Organization Member