

PUBLIC LAW BOARD NO. 3304

Case No. 339
Award No. 304

PARTIES TO DISPUTE:

UNITED TRANSPORTATION UNION

-and-

BURLINGTON NORTHERN RAILROAD

STATEMENT OF CLAIM:

Claims of various Wyoming Seniority District Conductors and Brakemen for two (2) hours' pay account LMX engines to which they were assigned in caboosless operation were not properly equipped with adequate lighting over the Conductor's desk.

FINDINGS:

This Board upon the whole record and all the evidence, finds as follows:

That the parties were given due notice of the hearing;

That the Carrier and Employees involved in this dispute are respectively Carrier & Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Board has jurisdiction over the dispute involved herein.

Pursuant to Article X of the October 15, 1982 UTU National Agreement, on December 19, 1983, Neutral Member George Roukis issued Award of Arbitration Board No. 419 regarding the elimination of cabooses on the Burlington Northern Railroad. Among other conditions for caboosless operations on the Burlington Northern, Award of Arbitration Board No. 419 required that "...A seat for conductor will be provided with a mounted writing service with adequate lighting..." On April 17, 1985, Arbitration Board No. 419 issued a final award finding that the locomotive cab reconfigured by the Carrier complied with the Board's December 19, 1983 Award.

On December 17, 1987, all of the UTU committees on the Burlington Northern met with the Carrier to discuss certain modifications made to the existing fleet of locomotives and locomotives recently leased by the Carrier. On January 25, 1988, the Carrier issued a letter to the UTU General Chairmen outlining what was agreed to at the December 17, 1987 meeting. The first

item of that letter concerned the Conductor's light in the cab of trains operating without a caboose and stated as follows:

"1. To meet the standards set forth in the Award of Arbitration Board No. 419, it is necessary to have a 'map' light installed over the conductor's mounted writing surface to provide 'adequate' lighting."

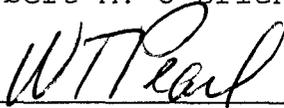
In 1988, the entire locomotive fleet, including LMX engines, were retrofitted with new lights over the Conductor's writing surface.

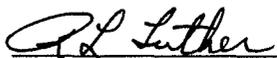
In 1990, two years after the Carrier's locomotive fleet and leased engines were retrofitted with new lights for Conductors, Alliance Conductors and Brakemen began submitting timeslips claiming two (2) hours' pay pursuant to Article X, Section 7, of the October 15, 1982 UTU National Agreement. These train crews were assigned to LMX engines on trains operating without a caboose. They contend that the Conductor's light on these engines do not provide "adequate lighting" required by the Award of Arbitration Board No. 419 on this property.

Prior to the modification of the LMX engines, the Conductor's light was not directional over the Conductor's writing surface. Rather, it dispersed light throughout the entire locomotive cab. However, after the engines were retrofitted, the light was entirely directional over the Conductor's writing surface. A visor on the light prevented the light from illuminating the entire cab. Based on this Board's view of the retrofitted Conductor's light, there is no question that it is a "map" type light. The light provides directional illumination over the Conductor's writing surface to enable Conductors to complete their paperwork. The light provides "adequate lighting" for the Conductor and thereby comports with the December 19, 1983 Award of Arbitration Board No. 419, in our considered opinion. The instant claims must be denied as a result.

AWARD: Claim denied.


Robert M. O'Brien, Neutral Member


W.T. Pearl, Employee Member


R.L. Luther, Carrier Member

Dated: 9/20/94