1st - 24389 (UTU/BN)
REAR-END DEVICES
10/10/1994
24389

Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION

Award No. 24389
Docket No. 44038
94-1-92-1-B-2052

The First Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (United Transportation Union
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(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

"Claim in behalf of Grand Forks Conductor T.L. Hurst, Brakemen R.E. Pesch and D.B. Peltier, per timeslip No. NTI dated January 14, 1992 ***claiming 100 miles (basic day)*** account required to carry and handle Federal Rear of Train Devices which were not used by the Claimants on Train 809, January 14, 1992."

FINDINGS:

The First 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 were given due notice of hearing thereon.

There is no dispute of fact in this case. Claimants were required at Dilworth, Minnesota, to place rear-end devices on their caboose, which were not used on their train. They were required at Hillsboro, North Dakota, to carry two rear-end devices from their caboose to the yard office. At Ground Forks, North Dakota, they were required to take two more devices from their caboose and deliver them to the yard office. In essence, they supplied Hillsboro and Ground Forks with rear-end devices.

In Arbitration Board No. 419 dealing with the elimination of cabooses the matter of rear-end devices was handled. On December 19, 1993, the Board ruled as follows:

> "In considering this question, the Board finds that it is the train and yard crew's responsibility to place and/or remove a rear-end protective marker device. Careful analysis of the evidence indicates that the work involved does not fall outside the purview of their traditional job responsibilities, but that the work is incidental to their normal range of duties. It may well be that the new device which weighs more than the old marker, creates an additional work load effort which is difficult to define with any precision at this time, but the basic duties have been and can be performed by the affected employees. This is the salient consideration. The Board find no evidence that the asserted work load changes would preclude or restrict a cabooseless operation or unreasonably enlarge the duties of the road and yard crews as to a burdensome obligation. The Board feels that the subcommittee's discussion proposal which carefully addressed this issue provides in part, a more realistic organizational approach for insuring its effective implementation and is consistent with the Seaboard System decision. As such, the Board finds that the affected personnel may be required to place and remove the rear-end protective marker device under generally understood work of the craft traditions. The affected personnel may not be required to add and/or remove rear of train marker/air gauge devices (i.e. so called 'black boxes') at points where other appropriate personnel are on duty and available to do so, but they may be required to do so at other points and at times when it is done in connection with the road and/or yard train or cars that they handle, Moreover, in line with Organization's concern that affected crews will have to carry the rear-end protective-marker device a considerable distance at times, the Board recommends very strongly that Carrier make every reasonable effort to minimize the inconveniences which the handling of this device might cause." (Emphasis added)

On July 22, 1988, the Carrier's Labor Relations Department issued a letter to operating officers concerning the handling of rear-end devices. It reads, in part, as follows:

> "A train or yardman will not be required to handle the rear-end device of the train if employees of other crafts will be performing the inbound or outbound inspections or air test. If train or yardmen are doing their own inspections or air test or in the event the train is being delivered to a connecting carrier, these UTU-represented employees may be required to handle the rear-end device. Moreover, if other than UTU-represented employees are not involved with inspecting or testing of cars prior to switching, classification or further handling of the train upon arrival, the train or yardmen may be required to handle their FRED. It is crucial that the rear-end device being handled by UTU-represented employees is in connection with the train or cut of cars being handled by the crew and that the removal or installation of the device is necessary in order to accomplish whatever assignment they are attempting to accomplish."

It is obvious from the facts that the rear-end devices handled by this crew were not in connection with the train or cars they handled. The Agreement was violated.

AWARD

Claim sustained.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Dated at Chicago, Illinois, this 10th day of October 1994.