



Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309

## **INTRODUCTION**

This Board is duly constituted by agreement of the parties dated April 1, 1997 (the "PLB Agreement"), and as further provided in Section 3, Second of the Railway Labor Act ("Act"), 45 U.S.C. Section 153, Second. The Board, after hearing and upon review of the entire record, finds that the parties involved in this dispute are a Carrier and employee representative ("Organization") within the meaning of the Act, as amended.

## **FINDINGS**

The claimants in this case, conductors G. L. Branstetter, M. L. Taylor and H. D. Peters, were each assigned to cabooseless operations with an ATSF locomotive as their lead engine. Branstetter and Taylor each operated their train entirely on former Burlington Northern trackage. Peters operated his train in territory which the BNSF has trackage rights on Union Pacific trackage. None of the claimants' crews were involved in "run through" operations.

In each claim, the lead ATSF engine satisfied the minimum standard requirements set forth in the ATSF Arbitration Board No. 419 Award, dated May 22, 1984. However, the lead

Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309

locomotive in each case was not equipped with a conductor's desk or light. The BN

Arbitration Board No. 419 award, dated April 17, 1985, provides, in relevant part, as follows:

The Board takes judicial notice of its December 19, 1983 caboose  
arbitral Award. It directed therein the following implementing  
action:

"A seat for conductor will be provided with a mounted writing  
surface with adequate lighting. Also, all stationary and supplies  
necessary will be provided." (Id. at 13).

\* \* \*

Question 8.

Are the locomotive facilities and equipment as set forth in the  
Board's Question 8 determination in the arbitration Award of  
December 19, 1983 also applicable in resolving this through  
freight notice?

Answer:

Yes. The Board's decision in the prior Award is applicable.  
Further, predicated upon the data presented to the Board on  
February 7 and 8, 1985, the Board finds no compelling reason to  
change Carrier's mode of compliance with the provision of a  
conductor's seat and related ancillary facilities in the locomotive  
cab.

Therefore, the lead engines in each case did not satisfy the minimum standard  
requirements set forth in the BN Arbitration Board No. 419 award. In each instance, the

Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309

claimants notified Carrier supervisors that their engines were not properly equipped with a desk and a light. Nonetheless, the claimants were instructed by the Carrier to depart the terminal.

The Organization contends that the awards of Arbitration Board No. 419 are applicable to the claims at issue. The Organization argues that there is no relief from the requirements of these awards for any operation on former BN trackage which does not either originate or terminate on a foreign carrier or at a former Santa Fe location. The Organization further contends that the Carrier's argument that the claims at issue are invalid because of the relief granted in Article XI of the October 31, 1985 National Agreement is unfounded. Article XI, entitled "Locomotive Standards," provides as follows: "In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad." The Organization points out that the claims before the Board do not involve run-through service, therefore, Article XI is inapplicable. Finally, the Organization asserts that Article X of the May 19, 1986 BLE National Arbitration Settlement is also inapplicable to the claims before the Board because the Organization did not agree to the additional relief which is provided for in the

Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309

BLE settlement. For each of these reasons, the Organization contends that the claims should be sustained.

The Carrier reasons that the BLE Arbitration Board No. 458 award mirrors the UTU 1985 National Agreement. Further, the Carrier argues that the BLE Arbitration Board No. 458 award clarifies the ambiguous language set forth in Article XI of the UTU National Agreement. The BLE Arbitration Board No. 458 award provides, in relevant part, as follows:

Article X- Locomotive Standards

In run-through service, a locomotive which meets the basic minimum standards of the home railroad may be operated on any part of the home railroad or any other railroad.

A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

Therefore, the Carrier asserts that this award permits a ATSF engine to operate on any portion of the merged Carrier provided that the ATSF engine meets the minimum standards set forth in the ATSF Arbitration Board No. 419 award. The Carrier argues that in PLB 1613, Award No. 611, neutral member John B. Criswell made it clear that any standard set forth in a component line agreement, Article 19 or Arbitration Board No. 419 award, applied only to engines from that component line. Thus, a locomotive from another component line could be

Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309

operated on a different component line of a merged railroad so long as that locomotive satisfied the standards of its originating component line.

The Carrier also referenced UTU Side Letter No. 14, dated October 31, 1985, which provides as follows:

This refers to Articles X and XI of the National Agreement of this date permitting certain cabooses and locomotives which meet the basic minimum standards of the home railroad or section of the home railroad to operate on other railroads or sections of the home railroad.

In reviewing the current standards that exist on the major railroads with respect to such cabooses and locomotives, we recognized that while standards varied from one property to another with respect to various details, the standards on all such railroads complied with the minimum essential requirements necessary to permit their use in the manner provided in Articles X and XI. For example, such minimum standards for locomotives would include a requirement that there are a sufficient number of seats for all crew members riding in the locomotive consist.

Please indicate your agreement by signing your name in the space provided below. Based upon this reasoning, the Carrier contends that the claims should be denied.

After careful review of the record, the Board finds that the claims shall be sustained for the following reasons. The Board takes particular notice of the following language contained in UTU Side Letter No. 14: ". . . complied with the minimum essential requirements

Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309

necessary to permit their use in the manner provided in Articles X and XI." Article XI of the October 31, 1985 National Agreement applies to trains that perform run-through service. It is an undisputed fact that the operations which are at issue before the Board did not involve run-through service. Therefore, the Board finds that Article XI of the October 31, 1985 National Agreement is not applicable to this dispute. Consequently, the Board further finds that UTU Side Letter No. 14 does not support the Carrier's position.

The Board concludes that the BN Arbitration Board No. 419 award is applicable based upon the facts and circumstances presented. This award sets forth the following requirement: "A seat for conductor will be provided with a mounted writing surface with adequate lighting. Also, all stationary and supplies necessary will be provided." The record reveals that the lead engines operated by each of the claimants were not properly equipped according to the standards set forth in the BN Arbitration Board No. 419 award.

Further, the Board finds that Article X set forth in the BLE Arbitration Board No. 458 award does not "mirror" Article XI of the October 31, 1985 UTU National Agreement. Article X contains a second paragraph which is absent from the language contained in Article XI of the October 31, 1985 UTU National Agreement. The Board finds that the Organization did not agree to the BLE language which is set forth in the second paragraph of Article X.

Public Law Board No. 6003  
Award No. 46  
Case No. 42  
Carrier File Nos. CTG 97-07-18AB  
CTG 97-06-27AC  
CTG 97-06-16AE  
Organization File Nos. C-2862  
C-3060  
C-3309


Finally, the Board holds that PLB 1613, Award No. 611 does not support the Carrier's contention because the facts of that award involved a BLE rule which applied to engineers, and not a UTU rule which applied to conductors. For each of these reasons, the Board concludes that the lead engines in the claims at issue were not properly equipped with a conductor's desk and light. Therefore, the claims are sustained as set forth in the Award.

**AWARD**

The claims are sustained as follows. The claimants shall each receive two (2) hours pay at the freight rate for each applicable date on which the claimants operated an improperly equipped locomotive. The Carrier shall comply with this Award within thirty (30) days from the date of issuance.

  
\_\_\_\_\_  
Roger A. Boldra, Carrier Member

  
\_\_\_\_\_  
R. L. Marceau, Employee Member

  
\_\_\_\_\_  
Jonathan I. Klein, Neutral Member

This Award issued the 2<sup>nd</sup> day of August, 1999.