

SPECIAL BOARD OF ADJUSTMENT 1063

Case No. 257
Award No. 257

PARTIES TO DISPUTE:

Brotherhood of Locomotive Engineers

and

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

STATEMENT OF CLAIM:

Claim of Virginia Division Engineer J. R. Floyd for the removal of forty days actual suspension and pay for all lost time, assessed for passing stop signal at the west end of Crewe Yard without proper authority, while performing service on Train 817V227 on June 27, 1997.

OPINION OF BOARD:

In this dispute the Organization requests the removal of forty days discipline assessed the Claimant for passing a Stop Signal on June 27, 1997, in the vicinity of the west end of Crewe Yard, Virginia, while making a reverse move on the Eastbound Main track to couple up to his train. Train 817, out of Norfolk, Virginia, was stopped at Crewe to add power by the outbound crew, including Claimant. In the process of making the move to add power, Claimant's crew operated on the premise their clearance to couple to the train furnished by the Yardmaster, satisfied their obligation to obtain permission from the Train Dispatcher to pass a stop signal enroute to their train.

This is one of those unique but not rare situations, where the authority to make a move reposes in two distinct entities, the Yardmaster and the Train Dispatcher. As fate would have it, the Claimant's move to couple to his train also came at an awkward time, because the Yardmasters were just changing shifts, so this added a further ingredient to the mix, fueling a potential problem.

The trial transcript contains testimony indicating the crew, while making their move, received permission from the relieving Yardmaster to move "east of the eastward signal located at Milepost N130.4, west end of yard" and couple to their train on Main One. In addition, they were also required to receive permission from the Train Dispatcher to pass the Stop Signal located on Eastward Main One, in order to couple to their train. The Crew made the unfortunate assumption that the Yardmaster had cleared their move by the signal with the Lynchburg Train

Dispatcher. The radio log containing the conversations between and among the various individuals who participated in the move, fails to reveal a definitive question asked regarding the signal and no authority granted to pass it specifically. It appears to be obvious, the Claimant's crew misconstrued and misinterpreted the authority granted by the Yardmaster to couple to the train as permission to go by the Stop signal, since going by the signal was a necessary condition to reaching the train.

With the wisdom gained from our hindsight, the most obvious question to the Yardmaster was never asked by the crew, to wit, did the Train Dispatcher authorize the move by the Stop signal? We understand, Carrier has initiated corrective action designed to prevent a repetition of this incident by placing the obligation on the Yardmaster to instruct the crew, that he has or has not contacted the Train Dispatcher, so the crew is now aware of the circumstances.

We believe the confusion engendered by the dual authority created a problem which has now been eliminated, so the discipline assessed was manifestly too severe. For that reason we will modify it to a twenty-day suspension, with Claimant to be compensated for the difference.

FINDINGS:

The Agreement was violated.

AWARD:

Claim sustained in accordance with the Opinion.

ORDER:

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

Dated at Norfolk, Virginia, this 30th day of April, 1998.

W. F. Euker
W. F. Euker, Neutral Member

S. R. Weaver
S. R. Weaver, Carrier Member

P. T. Sorrow
P. T. Sorrow, Organization Member

Carrier File: EE-RON-97-1
Org. File: D-301-97-2