

NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISIONAward No. 24375
Docket No. 43919
94-1-93-1-S-6566

The First Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

PARTIES TO DISPUTE: (United Transportation Union
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(Soo Line Railroad Company

ORGANIZATION'S QUESTION AT ISSUE:

"Did the Carrier violate the provisions of the UTU 1982 National Manning Agreement (as amended by the October 31, 1985 Agreement), the 1972 National Training Agreement, the Letter of Agreement dated June 1, 1988 and past practice on the Soo Line Railroad, when they (Carrier) rearranged seniority dates and seniority rosters of certain engineers trained and hired under UTU Agreements subsequent to June 19, 1988?

If the Board finds that the Carrier was in violation of any or all of the above referred to Agreements, what compensation is due the employees affected by the rearrangement of the engineers seniority dates?"

CARRIER'S QUESTIONS AT ISSUE:

- "1. Pursuant to complaint/grievance from the Brotherhood of Locomotive Engineers (BLE), the Soo Line Railroad adjusted the engineer seniority dates of certain employees trained or hired as engineers subsequent to June 19, 1988. The United Transportation Union (UTU) has filed a formal protest/grievance contending the assignment of seniority dates, as outlined above, violates the 1972 UTU Training Agreement which they maintain governs the assignment of seniority dates to employees trained or hired as engineers.

Did the Soo Line Railroad err in the assigning of seniority dates pursuant to the BLE Agreement provisions?

2. If this Board finds that the 1972 National UTU Training Agreement governs, what is the appropriate remedy relative to seniority, and what, if any compensation is due the affected employees?"

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.

The Carrier made the decision in 1988 that it needed to augment the then existing locomotive engineer work force because the Engineer Training Program process was not sufficient to meet the Carrier's needs for additional locomotive engineers. It did so by hiring qualified engineers from sources outside the Carrier.

Concerns existed and protests were made by the Brotherhood of Locomotive Engineers as to how the Carrier was establishing seniority dates, and of ranking of these qualified-when-hired engineers and the engineers who successfully completed the Engineer Training Program. On November 15, 1991, the Carrier issued a corrected Engineers' Seniority Roster which reordered the seniority dates of engineers going back to 1988, when the Carrier began hiring qualified engineers from outside the company. The November 15, 1991 Roster contained the following explanatory statement:

"Attached hereto, is a corrected Engineers' Seniority Roster representing a slight re-ordering of seniority dates beginning with those employees who acquired engineers' seniority in 1988. These corrections were necessary pursuant to a formal complaint received from the Brotherhood of Locomotive Engineers that the Seniority Roster published on May 15, 1991 was not accurate. Pursuant to that complaint, the parties reviewed voluminous information from the Personnel Department, and the Crew Management Center.

The parties held numerous meetings in order to apply the data consistent with the application and interpretation of BLE Schedule rules and agreements governing the assigning of engineers' seniority dates to the various individuals, groups, hired engineers and training classes beginning with 1988.

The attached roster segment represents the parties' conclusions as to the correct seniority dates to be assigned to the employees during the time period given the circumstances relative to any group, class or individual.

This roster correction is open for review until December 20, 1991 in order that any oversight or omissions may be corrected before the next formal posting of the entire Engineer's Seniority Roster which will be published in January, 1992.

Please address any proposed corrections, postmarked no later than December 21, 1991 in writing to:

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| C.S. Frankenberg | or to: J.R. Kolpek |
| Vice President - Labor Relations | General Chairman - BLE |
| P.O. Box 530 | 413 North Federal |
| Minneapolis, MN 55440 | Mason City, IA 50401" |

The UTU took exception to the Carrier's "corrected" roster because the qualified-when-hired engineers that were hired subsequent to those train service employees that were in the Engineer Training Program and who were originally placed behind the senior engine service employees in the Training Program, were now given seniority ahead of those trainees that had not yet been promoted; and (2) the rearrangement of some engineers' seniority standing was based upon the train service seniority date of employees transferring to engine service compared with the total years of seniority of employees that were transferred into engine service from crafts other than train service. It is the UTU's position that the rearranged seniority dates and seniority roster violates the 1972 National Manning Agreement as amended by the October 31, 1985 Agreement, the 1972 National Training Agreement, the June 1, 1988 Letter of Agreement and past practice.

Based on the facts of this particular case, we find that it was proper for the Carrier to hire qualified engineers from outside the company during the period of time in question. Moreover, we find that the ranking of engineers on the Engineers' Seniority Roster is properly a matter to be determined by the BLE and the Carrier. The BLE is the exclusive selected representative for the craft of locomotive engineers.

We have considered the arguments of the UTU that the rearranged seniority dates and seniority roster violates the 1972 National Manning Agreement as amended by the October 31, 1985 Agreement, the 1972 National Training Agreement, the June 1, 1988 Letter of Agreement and past practice and we find that these positions are without merit in this particular case. We agree with the position expressed in Awards 1 and 2 of PLB 3950 that once an employee reaches the threshold of the craft -- through meeting the requirements of the UTU Training Agreement -- and wishes to pass over into the craft of engineer, it is the BLE Agreement that determines how this employee will be ranked as an engineer. We find that the seniority ranking of qualified engineers hired from outside the company is controlled by the BLE Agreement; and we find that they were appropriately assigned a seniority date as of their first date of service as engineers pursuant to BLE Schedule Rule 34(j). Moreover, the seniority standing on the Engineer Seniority Roster of these hired engineers in relation to employees trained as engineers under the Engineer Training Program is a matter properly resolved under the BLE Schedule Agreement.

We find that the Carrier did not violate any UTU Agreements when it rearranged seniority dates and seniority rosters of certain engineers trained and hired under UTU Agreements, subsequent to June 19, 1988. We find that the Carrier did not err in assigning seniority dates pursuant to the BLE Agreement provisions.

AWARD

Questions at issue are answered in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

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