

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 44570
Docket No. MW-45664
22-3-NRAB-00003-190641**

The Third Division consisted of the regular members and in addition Referee Gerald E. Wallin when award was rendered.

**(Brotherhood of Maintenance of Way Employees Division
(IBT Rail Conference**

PARTIES TO DISPUTE: (

(Lake Superior & Ishpeming Railroad Company

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier abolished the section foreman position headquartered at Eagle Mills (Headquarter #4) and improperly assigned the duties of that position to the general foreman beginning on April 6, 2018 and continuing (System File C-07-18-010-02-L LSI).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant S. Juntti must now be allowed the differential in pay between his assigned position and the section foreman’s rate of pay for all straight time and overtime to which he was entitled and that he was actually paid for and reimbursement for all additional automobile mileage expenses the Claimant may have incurred due to having a farther distance to drive because of this improper abolishment beginning April 6, 2018 and continuing until such time the section foreman position is reestablished at Eagle Mills Headquarter.”**

FINDINGS:

The Third 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.

According to the submissions, the Carrier is a wholly owned subsidiary of a mining company. It was formed to transport iron ore to the Lake Superior ore docks on 20 miles of trackage. Over time, its track forces dwindled down to eight workers. After assessing the situation, the Carrier decided to consolidate its track forces into one headquarters location at Eagle Mills. After operating for some time with both a General Foreman and Foreman supervising the small work force, the Carrier determined to abolish the single Foreman position by Bulletin 14 effective April 5, 2018 and use the General Foreman position to supervise the work force in addition to track inspection.

The claim contends that the Carrier's action violated Rules 1, 3, 4, 11 and Appendix V.

As written, whatever may be believed about them, the cited rules do not prohibit the Carrier from doing what it did. The wording of Appendix V is particularly interesting. It reads, in pertinent part, as follows:

APPENDIX V
05/13/13

* * *

This refers to our recent discussion and agreement to establish a Foreman's position within Rank (a) of the Track Sub-department on the Lake Superior & Ishpeming Railroad with a description title of General Foreman.

(Italics supplied)

* * *

This General Foreman's position will be assigned to perform track inspection work over the entire LS&I property.

As Appendix V is written, it authorizes a "Foreman's" position with the additional ability to inspect track. Appendix V does not restrict the General Foreman from performing other Foreman duties.

Accordingly, the record before us does not establish that the Agreement was violated as alleged in the claim.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 8th day of October 2021.