

PUBLIC LAW BOARD NO. 4645

AWARD NO. 4
NMB CASE NO. 4
CARRIER CASE NO. 4
UNION CASE NO. E-10-88

PARTIES TO THE DISPUTE:

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

- and -

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
MISSABE DIVISION

STATEMENT OF CLAIM:

Claim of Engineman R.V. Peterson for all miles that the I.D. Two Harbors to Minntac/Minorca Pool Turns for the weeks of 10/26, - 11/2,9,16,23. Carrier at the board marking would not let the clerk who was marking the engineers assignment board for those weeks assign Peterson to the assignment that his seniority entitled him to. Carrier was in violation of enginemen Rule 62 - Manning of assignment, therefore this claim should be paid.

OPINION OF BOARD:

Two separate operating divisions comprise the Carrier's system, which serves the mining and taconite pellet industry in Northern Minnesota. Historically, the Missabe Division has handled cargos from the norther service area to the Port of Duluth. The Iron Range Division has handled cargos to the Port of Two Harbors. Both ports are on Lake Superior where docks and shiploading facilities are located to dump the trains and load lake vessels.

Subsequent to the May 19, 1986 Arbitrated National Agreement with the Brotherhood of Locomotive Engineers, the Carrier sought to implement interdivisional service involving several distinct cargo movements. Among these were the shipment of pellets from

the Minntac and Minorca taconite plants to the Port of Two Harbors. Arbitration Award No. 461, dated August 16, 1987, outlined the conditions of interdivisional service for these and other runs on the DM&IR. Shortly thereafter, interdivisional service began.

Enginemen from both the Missabe and Iron Range divisions required training and qualification for the new interdivisional runs, which involved unfamiliar territory on the other division. An interdivisional training program was established by Carrier under which Iron Range Enginemen were first trained and qualified on the relatively short portion of the run which is on the Missabe Division. Upon qualification of a number of Iron Range personnel for interdivisional service, the training of Missabe Division Enginemen commenced.

Road qualified Missabe Division Engineman, including the Claimant, were assigned as trainees to interdivisional runs. The trainee positions were available to Missabe Division road qualified enginemen, according to seniority. The runs were piloted with qualified Iron Range Division Enginemen.

After completing several supervised training trips on the Iron Range Division, R.V. Peterson (Claimant) requested to be qualified. Trainmaster-Traveling Engineer, W.J. Henderson rode with the Claimant, but did not qualify him because Claimant operated his train at 35 mph within the Biwabik Yard, where a 20 mph limit is in force.

Notwithstanding his disqualification, at the next "board marking" Claimant attempted to place himself in the pool which covered interdivisional runs between Two Harbors and the Minntac and Minorca plants. Because he had not yet qualified for such service he was not assigned. The instant claim then was filed alleging a violation of Claimant's rights under Rule 62, Manning of Assignments, reading in pertinent part as follows:

RULE 62

Manning of Assignments

Section 1

(a) Each engineman may assign himself in accordance with his seniority to a regular assignment (including regular relief assignments) or to the extra list during the regular weekly marking of the Board on Sunday by so notifying the crew callers office-Proctor prior to 12:00 noon each Sunday.

When making written, verbal or telephone bids for assignments it is necessary that the time of job, class of job and district desired be specified.

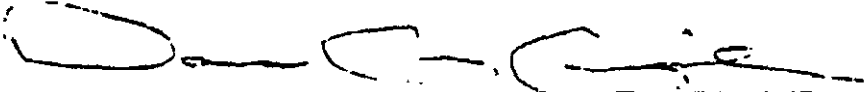
The claim remained unresolved on the property but during handling Claimant was allowed to take another check ride and eventually qualified for I.D. service in April 1988. From that time forward he was allowed to assign himself in the exercise of seniority under Rule 62 to service in the Two Harbors I.D. Pool.


The primary position advanced by the Organization on the property, that Rule 62 allows any Engineman to place himself on any assignment according to seniority, irrespective of whether he is qualified, falls of its own weight. It is unreasonable,


inconsistent with practice, and irresponsible to ignore the fact that Enginemen must be familiar and properly qualified with the territory in which they seek assignment to service. In the absence of any contract limitation, Carrier has the reserved management right and responsibility to train employees and judge their qualifications. The record before us shows no violation of Rule 62 and no abuse of the managerial discretion vested in Carrier in these matters.

AWARD

Claim denied.


Dana Edward Eischen, Chairman
Dated: 9.28.90


Employee Member
Dated: 10-17-90


Carrier Member
Dated: 10-17-90