

PUBLIC LAW BOARD NO. 7433

Case No. 1
Award No. 1

United Transportation Union)
)
 vs) PARTIES TO DISPUTE
)
 Burlington Northern Santa Fe Railway Company)

STATEMENT OF CLAIM

Claiming 7 basic days account my seniority was mishandled. I made application to LETP Class 2007-04D and G G Darting Jr, G I Clemons, B R Benson, N Cramer, C M Davis, K M Knight was selected and he is junior to me. This is in direct violation of the LETP Training Agreement and Section IA and IB of the September 9, 2005 Side letter signed by General Chairman W.E. Young and General Director of Labor Relation Wendell Bell. Both myself and L C Stein, RK Cox, A A McIrvin, and R W Tyler were both working on the old Arizona Division at the time of the selection but my application was rejected due to a misinterpretation of the agreement which is attached for ready reference.

FINDINGS

This Board finds the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due and proper notice of hearing thereon.

On November 21, 2006 the Carrier sent a bulletin to all concerned advertising for candidates for the Locomotive Engineer Training Class on the Old Arizona Division at Bakersfield, California.

Claimant was working at Needles, California on the Old Arizona Division and made application for the Class. However, employees with less seniority but working at Bakersfield, California were awarded the positions in the Class. This Claim was filed on the basis that the Carrier violated the Agreement that determines who gets selected for LETP classes.

The 1985 National Agreement eliminated, for the most part, the fireman's position on an engine. It established how conductors and trainmen would be selected for training to be engineers.

In 1998 the parties entered into an agreement concerning the filling of LETP classes. The pertinent portion reads as follows:

Article 1 Voluntary bidding

- A. Voluntary bidding will be the primary vehicle for filling vacancies in LETP classes.**
- B Selection among bidders will be made in the following order.**
 - 1. Trainman/Yardmen in seniority order from the prior rights roster(s) where the LETP Class position arises (for example Former Valley Division).**
 - 2. Trainman/Yardmen in seniority order from the expanded seniority district(s) where the LETP class position arises (for example, Coast Lines Grand Seniority District).**
 - 3. Trainmen/Yardmen in seniority order, on the expanded district roster created by Agreement dated February 26, 1997, that combined the Grand Seniority Districts of the Former Santa Fe property.**
 - 4. Trainmen/Yardmen in seniority order, who have secured dates on the expanded roster after September 22, 1995**

The Agreement was further clarified in 2005 with a Letter Of Understanding which reads as follows:

We have agreed that Article 1, Section B, paragraph 1 will hereafter read as follows:

- 1. A. Qualified trainman/yardmen, in seniority order, who are working at the local source of supply where the LETP class position arises. "Qualified", in the previous sentence, means that the LETP bidder would not have to make familiarization or qualifying trips at the location in order to mark up as a trainman/yardman (for example Winslow, Arizona).**
- 2. B. Trainmen/yardmen, in seniority order who are working, within the geographical bounds of the former prior seniority district where the LETP class position arises.**

In the instant case the employees selected were working at the source of supply, Bakersfield. The Claimant while senior to some of the successful bidders, was working at the Needles source of supply.

Based on the facts before this Board, the Carrier did not violate the Agreement.

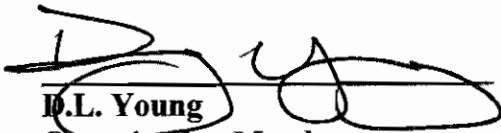
The Organization has not met its burden that the Agreement was violated.

AWARD

Claim denied.



**R.G. Richter, Chairman
Neutral Member**



**D.L. Young
Organization Member**



**Gene L. Shire
Carrier Member**

Dated March 29, 2011