

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 43284
Docket No. MW-42678
18-3-NRAB-00003-140219**

The Third Division consisted of the regular members and in addition Referee Randall M. Kelly when award was rendered.

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

PARTIES TO DISPUTE: (

**(BNSF Railway Company (former Burlington Northern
(Railroad Company)**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- 1. The Agreement was violated when the Carrier force assigned Bridge Tender S. Doggett away from his regularly assigned position to fill a second shift bridge tender vacation vacancy at the Burlington, Iowa bridge on August 3, 6, 7, 8, 9 and 10, 2012 (System File C-12- P018-28/10-13-0006 BNR).**
- 2. The Agreement was violated when the Carrier force assigned Bridge Tender S. Doggett away from his regularly assigned position to fill a swing shift bridge tender vacation vacancy at the Burlington, Iowa bridge on October 1, 2, 3, 4 and 5, 2012 (System File C-13-P018- 5/10-13-0120).**
- 3. The Agreement was violated when the Carrier force assigned Bridge Tender S. Doggett away from his regularly assigned position to fill a third shift bridge tender vacation vacancy at the Burlington, Iowa bridge on October 6, 7, 8, 9, 10 and 12, 2012 (System File C-13-P018- 4/10-13-0119).**
- 4. The Agreement was violated when the Carrier force assigned Bridge Tender S. Doggett away from his regularly assigned position to fill a third shift bridge tender vacation vacancy at the Burlington, Iowa bridge on October 13, 14, 15, 16, 17, 18, 19, 20 and 21, 2012 (System File C-13-P018-3/10-13-0118).**

5. The Agreement was violated when the Carrier force assigned Bridge Tender S. Doggett away from his regularly assigned position to fill a second shift bridge tender vacation vacancy at the Burlington, Iowa bridge on October 23, 24, 25, 26, 27, 28, 29, 30, 31 and November 1, 2 and 3, 2012 (System File C-13-P018-10/10-13-0198).
6. As a consequence of the violation referred to in Part (1) above, Claimant S. Doggett shall ‘... be paid forty-eight (48) hours at his regular rate of pay for not being able to work his bid job due to force assignment, and twenty-four (24) hours of his regular rate of pay for the lost overtime on the force assigned job.’
7. As a consequence of the violation referred to in Part (2) above, Claimant S. Doggett shall ‘... be paid forty (40) hours at his regular rate of pay for not being able to work his bid job due to force assignment, and twenty (20) hours of his regular rate of pay for the lost overtime on the force assigned job.’
8. As a consequence of the violation referred to in Part (3) above, Claimant S. Doggett shall "... be paid forty-eight (48) hours at his regular rate of pay for not being able to work his bid job due to force assignment, and twenty-four (24) hours of his regular rate of pay for the lost overtime on the force assigned job.’
9. As a consequence of the violation referred to in Part (4) above, Claimant S. Doggett shall ‘... be paid sixty-four (64) hours at his regular rate of pay for not being able to work his bid job due to force assignment, and thirty-two (32) hours of his regular rate of pay for the lost overtime on the force assigned job.’
10. As a consequence of the violation referred to in Part (4) above, Claimant S. Doggett shall ‘... be paid seventy-two (72) hours at his regular rate of pay for not being able to work his bid job due to force assignment, and twelve (12) hours of his regular rate of pay for the lost overtime on the force assigned job.’”

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.

This dispute is comprised of five claims that were initiated and progressed separately on the property. They all involve the same Claimant, same rules and “virtually identical fact patterns” and were consolidated by the parties. All five involve a claim that the Carrier violated the agreement when it force assigned the Claimant, Bridge Tender Steven Doggett, away from his assigned position to fill a vacant Bridge Tender position at another bridge while the Bridge Tender assigned to that bridge was on vacation.

Claimant Steven E. Doggett has established and holds seniority as a drawbridge tender in the Bridge and Building (B&B) Sub-Department. During the time in question, he was regularly assigned and working as a Drawbridge Tender on a B&B gang located in Burlington, Iowa.

While the Organization cited several Rules, the focus of its claim involves the application of Rule 19B. Rule 19 is titled, “Temporary Vacancies and Vacation Relief not Bulletined.” Subsection B established a pecking order for filling vacation relief assignments, as follows:

Vacation relief may be provided by assigning qualified employees in seniority order in the following order of preference before other employees will be assigned to perform vacation relief on an involuntary basis:

- (1) Employees holding seniority by unassigned in the classification or seniority rank of the vacationing employee who are working at the location or on the gang where relief is to be provided.
- (2) Employees holding seniority in lower classification and seniority in the seniority sub-department of the vacationing employee who are working at the location or on the gang where relief is to be provided.
- (3) Employees who have filed written requests under Section A of this rule who are not working at the location of the gang where relief is to be provided, and who will be subject to Rules 35 and 36.

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 25th day of September 2018.