

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43490  
Docket No. SG-44354  
19-3-NRAB-00003-170236**

**The Third Division consisted of the regular members and in addition Referee Kathryn A. VanDagens when the award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(BNSF Railway Company**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the BNSF Railway Company:**

**Claim on behalf of G.L. Orlowski, Jr., for 6.5 hours compensation at his overtime rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly the 2014 Rules Update Agreement, Section 7 when, on October 10, 2015, Carrier ignored the Maintainer Call Sequence and called a Signal Electronic Technician instead of the Claimant to perform overtime service, thereby creating a loss of work opportunity for the Claimant. Carrier’s File No. 35-16-0015. General Chairman’s File No. 15-060-BNSF-188-SP. BRS File Case No. 15575-BNSF.”**

**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.

The facts in this matter are not in dispute. The Claimant in this matter was assigned as a Signal Maintainer headquartered in Seattle, Washington. On October 10, 2015, the Claimant and Maintainer Vorderbrueggen were assigned weekend coverage territories.

Maintainer Vorderbrueggen was working on a trouble call when Delta Electrician Mark Landry required assistance between MP 1730.7 and MP 1735.0 on line Segment 50 on the Scenic Subdivision, which was part of Maintainer Hantke's assigned territory. Maintainer Hantke was part of a three-way weekend protection schedule with Maintainers Phay and Vorderbrueggen.

Supervisor Moore called Electronic Technician Warren McDanold to come in and assist Delta Electrician Landry. McDanold worked for 6.5 hours throughout the referenced mileposts.

The pertinent contractual provision is Section 7 – Maintainer Call Sequence of the 2014 Rules Update Agreement, which established a call out sequence for work outside of assigned hours. It states:

**“7. Maintainer Call Sequence**

When work is to be performed outside of assigned hours on an assigned territory, employees will be called in the following order, if available:

1. Assigned Maintainer
2. Protect partner(s)
3. Adjoining Maintainer(s)
4. Other available Maintainer, Signal Inspector, or Signal Electronic Technician.
5. Any available qualified Signal employee.

The above does not change existing restrictions on crossing over seniority district boundaries.”

The Organization filed the instant claim, alleging that the Claimant was functioning as the Adjoining Maintainer and was available and on-call but was never called and offered the work opportunity. The Organization contends that weekend

coverage provides unique circumstances wherein three territories are combined into one and assigned to a single Maintainer. The Organization contends that the Claimant should have been offered the work opportunity under Step 3 of the Maintainer Call Sequence prior to the Carrier reaching Step 4 to assign the work to Electronic Technician McDanold.

The Carrier denied the claim, contending that the Claimant was not an adjoining Maintainer as described in § 7(3), because his territory does not adjoin to Maintainer Hantke's assigned territory. The Carrier contends that the adjoining Maintainers to Hantke's assigned territory were Phay and Munson. The Carrier contends that Maintainer Vorderbrueggen was a protect partner, not the assigned Maintainer as defined in § 7 of the 2014 Rules Update Agreement.

Claimant	<u>Vorderbrueggen</u> On-call Unavailable	<u>Phay</u>  <u>Unavailable</u>	Trouble Call <u>Hantke</u> Off-call Assigned Maintainer	<u>Munson</u>  unavailable
	Section 7(2) Protect Partner	Section 7(2) & (3) Protect Partner & Adjoining Maintainer	Section 7(1) Protect Partner Off-call	Section 7(3) Adjoining Maintainer

The Carrier contends that it called for work in the prescribed order. The Carrier contends that the assigned Maintainer was off, and no one in §§ 7(1) through 7(3) was available to take the call. The Carrier contends that the Call Desk followed the proper sequence and called Electronic Technician McDanold.

Because this is a contract dispute, the burden rests with the Organization to demonstrate a violation of the Agreement. After careful consideration of the record in its entirety, the Board finds that the Organization's burden has not been met.

Although the Claimant's assigned territory was "adjoining" to Maintainer Vorderbrueggen, it was not adjoining to Maintainer Hankte's territory, where the trouble call originated. Although Vorderbrueggen was a protect partner, he was not the Maintainer assigned to the territory. This Board finds that an adjoining Maintainer is a Maintainer whose assigned territory directly connects to territory where the trouble

occurs and does not include territories connected under weekend call Protect Partner assignments. If the Organization's interpretation of the contract language were adopted, it would result in unnecessary delays because it would create larger distances between broken equipment and the employee called in to make repairs. This Board finds that such a result would be illogical and that there is nothing in the record that suggests the parties agreed to this interpretation. This Claim must be denied.

**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 1st day of March 2019.