

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45260
Docket No. SG-47576
24-3-NRAB-00003-220254**

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

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

STATEMENT OF CLAIM:

“Claim on behalf of D.L. Sisson, for 72 hours at his half-time rate of pay in accordance with Rule 45(J), 40 hours at his overtime rate of pay for performing work on assigned rest days, 40 hours at his straight time rate of pay for the hours of his regular shift he was not allowed to work, and 2 hours at his overtime rate of pay for each 10 hour day worked on assigned work day during the claim period totaling 18 hours; account Carrier violated the current Signalmen’s Agreement, particularly Rules 3(A), 4, 10(B), 11(A), 45(J), when beginning August 7, 2020, Carrier instructed the Claimant to return to his former position because his new position was being awarded to a former supervisor returning to the craft. Carrier’s File No. 30-21-0009, General Chairman’s File No. 20-102-BNSF-20-C, BRS File Case No. 1018, NMB Code No. 300.”

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 Claimant was assigned to a Signal Maintainer position, headquartered in Sibley, Missouri. On June 29, 2020, the Carrier removed approximately thirty Carrier Officers, one of which was Mr. Meshau, who sought to return to a BRS position. On August 8, 2020, the Carrier allowed Mr. Meshau to bump the Claimant off of his assigned territory and to fill his previous Foreman position.

In a letter dated October 5, 2020, the Organization filed a claim on behalf of the Claimant. The Carrier denied the claim in a letter dated December 1, 2020. Following discussion of this dispute in conference, the positions of the parties remained unchanged, and this dispute is now properly before the Board for adjudication.

The Organization contends that the Carrier improperly assigned Mr. Meshau to the previously awarded Sibley Signal Maintainer's position, forcing the Claimant to work off of his assigned territory on a schedule different from his current assignment. The Organization contends that Mr. Meshau failed to exercise his seniority in the timeframe provided in Rule 37, resulting in a forfeiture of his seniority.

The Organization contends that the Carrier violated the Agreement, particularly Rules 3(A), 4, 10(B), and 45(J), when the Claimant was improperly removed from his position and forced to work off his assigned territory on a work cycle of eight days on and six days off. The Organization contends that the Carrier should be required to return the Claimant to his former position and compensate him for all time lost.

The Carrier contends that the Organization has failed to show a violation of the controlling Agreement. The Organization filed a claim on behalf of all the BRS Signalmen on the Chicago Seniority District alleging a violation of Rule 37. However, the Carrier contends that Mr. Meshau properly exercised his seniority as contemplated by the controlling Agreement.

The Carrier contends that due to a miscommunication, the Claimant was improperly awarded the Sibley Signal Maintainer position. Because the Claimant is junior to Mr. Meshau, once the error was discovered, the Carrier issued a bid correction informing the parties that Mr. Meshau was the highest bidder and the Claimant would revert to his previous position.

The Board finds that the propriety of the Carrier's decision to honor Mr. Meshau's bid was fully reviewed in Award 7 of Public Law Board 7980, wherein the Board wrote,

The parties' Agreement allows an exempt employee whose position has been abolished or who has been removed from that position to exercise seniority to return to the craft. There is no question that Mr. Meshau sought to exercise his seniority and took steps to bump or bid into a seniority position, well within the 15 days. Unfortunately, there was some confusion and miscommunication. Initially, the Workforce Support Group was not made aware of his intention at first, although it learned of his bid/bump within 15 days of his medical clearance.

In that decision, Mr. Meshau was found to have properly exercised his seniority, causing the Claimant here to be removed from his assignment. We can find no reason to reach a different conclusion here.

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 14th day of May 2024.