

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45444  
Docket No. SG-47807  
25-3-NRAB-00003-230276**

**The Third Division consisted of the regular members and in addition Referee Paul S. Betts when award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Union Pacific Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim on behalf of C. Denham for 135 hours at his respective overtime rate of pay; account Carrier violated Rule 10 of the Agreement, when, beginning on May 17, 2022, it assigned a junior employee, Mr. Birdsong, to perform overtime work in Lincoln, Illinois, without first offering the overtime work opportunity to the Claimant. Carrier’s File No. 1775680, General Chairman’s File No. S174-10-317, BRS File Case No. 5875, NMB Code No. 308 - Contract Rules: Pay/Allowances/Penalty.”**

**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.**

**At the time of dispute, the Claimant worked as a Signal Foreman. The Organization alleges that on May 3, 2022, the Carrier was unable to secure volunteers to fill a temporary Maintainer position and then selected two of the most junior employees from a gang to fill the position. The vacancy was not filled until May 17, 2022. The Claimant volunteered for the vacancy on May 7, 2022 but was declined.**

Rather than grant the temporary vacancy to the Claimant, the Organization asserts that the Carrier granted the vacancy to a junior employee. The temporary vacancy was filled by Mr. Birdsong, whose seniority date is July 18, 2006. The Claimant, who is senior to Mr. Birdsong, has a seniority date of October 10, 2000.

The Organization argues a) the Carrier used a junior employee to work the temporary vacancy, which included planned overtime. The Carrier assigned the junior employee, knowing that the Claimant, who was the senior man, volunteered before the assignment was made, b) boards of arbitration have consistently held that the assignment of overtime will be done based on seniority unless restricted by the Agreement, c) the temporary vacancy included planned overtime and violated both Rules 10 and 17 of the Agreement, d) the Carrier failed to provide any evidence to support its argument that an operational need existed which would have precluded the Claimant from consideration.

The Carrier argues a) although the Organization references Rule 10, it failed to provide a detailed explanation of how the rule was violated, b) the Rules cited by the Organization (Rules 10 and 17) are intended for (1) the distribution of overtime to be based on seniority of the singular gang, and (2) the assignment of relief to be offered to the most senior employee of the singular gang, c) the Claimant's gang was not the original gang in which these assignments were originally assigned from, and as such, the Carrier was not required to offer the assignment to the Claimant, d) the Claimant did not have sole right to perform the work in question, and the Carrier was not required to use the Claimant on overtime when it had an agreement obligation to use the members of the gang in which the work was originally offered to, e) the Carrier had an operational need to keep the Claimant assigned to his duties of supervising his gang, consistent with the assignment in which he held, and f) the Claimant was fully employed during the time period in question and suffered no loss of pay.

After a thorough review of the record, the Board finds the Organization failed to meet its burden. In relevant part, Rules 10 and 17 state the following:

**"Rule 10: ... Where gang men are required to work overtime, the senior man in a class in the gang will be given preference to such overtime work."**

**"Rule 17: ... When Signal Maintainers or Signal Maintenance Foremen are off for periods that exceed one week in duration, they will, if relieved, be relieved by the Relief Signal Employee; and if not available, the senior**

qualified employee of Class 1 assigned to the Signal or Maintenance Gang...”

The Board notes that both Rule 10 and Rule 17 are singular in nature. Both Rules reference a singular gang, not the entire roster.

Furthermore, the Board notes that initially, there were two Maintainer vacancies requiring relief. Both positions were relieved from one specific gang that the Claimant was not assigned to. The two employees who were relieving the Maintainers then went off work on a medical leave of absence. The Carrier then pulled the remaining two employees from the very same gang that was initially used to relieve the Maintainer positions.

Based upon the totality of the discussion above, the Board finds the Organization failed to meet its burden. As such, the claim must be denied.

Although the Board may not have repeated every item of documentary evidence, nor all the arguments presented, we have considered all the relevant evidence and arguments presented in rendering this Award.

**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 3<sup>rd</sup> day of April 2025.