

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 45659  
Docket No. MW-48485  
26-3-NRAB-00003-240162

The Third Division consisted of the regular members and in addition Referee Michael G. Whelan when award was rendered.

(Brotherhood of Maintenance of Way Employees Division –  
IBT Rail Conference

**PARTIES TO DISPUTE:** (

(Soo Line Railroad Company

**STATEMENT OF CLAIM:**

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier: in Part 1, directed employe C. Clark away from his regular assignment as welder foreman in the Welding Sub-department, to perform routine Bridge and Building (B&B) maintenance work including, but not limited to, digging out culvert ends utilizing the truck assigned to the Detroit Lakes B&B Crew (E18009) and its attachment in the vicinity between Mile Post 323 and Mile Post 328 on the Noyes Subdivision on April 30, 2022, instead of offering the work to B&B Foreman and B&B Harvey Crew/Sub-department Member W. Springstead; and in Part 2, directed employe J. Blixt away from his regular assignment as machine operator in the Engineering Services Equipment and Machine Sub-department to perform routine crane work including, but not limited to, removing debris from the ends of culverts utilizing Material Truck E13019 in the vicinity between Mile Post 323 and Mile Post 328 on the Noyes Subdivision on May 1, 2022, instead of offering the work to crane operator – Material Crew and Cross-System Distribution Crew/Engineering Services Crane Sub-department Member P. Palermo (System File C-46-22-060-18/2022-0029236 SOO).
- (2) As a consequence of the violations referred to in Part (1) above, Claimant W. Springstead shall now receive ‘... eight (8) hours at his applicable overtime rate of pay for all wages, benefits, and work opportunities lost on April 30, 2022.’ and Claimant P. Palermo shall

now receive ‘... six (6) hours at his applicable overtime rate of pay for all wages, benefits, and work opportunities lost on May 1, 2022....’”

**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 two-part claim involves whether the Carrier’s assignment of employees in one sub-department to work in another sub-department where they do not hold seniority violates the Agreement. In Part 1 of this claim, the Organization claims that on April 30, 2022, the Carrier violated the Agreement when it directed employee C. Clark away from his regular assignment as Welder Foreman in the Welding sub-department, to perform Bridge and Building (B&B) maintenance work in the vicinity between Mile Post 323 and Mile Post 328 on the Noyes subdivision instead of offering the work to B&B Foreman and B&B Harvey Crew/sub-department Member W. Springstead. In Part 2 of this claim, the Organization claims that on May 1, 2022, the Carrier directed employee J. Blixt away from his regular assignment as Machine Operator in the Engineering Services Equipment and Machine sub-department to perform routine crane work in the vicinity between Mile Post 323 and Mile Post 328 on the Noyes Subdivision instead of offering the work to Crane Operator – Material Crew and Cross-System Distribution Crew/Engineering Services Crane Sub-department (ESC) Member P. Palermo. There is no dispute that the Carrier assigned the employee as described in both parts of the claim on the days in question.

As a procedural defense, the Carrier contends that there is no basis to combine multiple, unconnected claims into a “two-part claim.” It is a better practice to process claims individually to avoid confusion and so that the process does not become unwieldy. In this matter, the claims at issue occurred on consecutive days in the same work

location and involve the same contractual provision. Under these circumstances, we are not inclined to dismiss the claim based on this defense.

On the merits, the Organization claims that Rule 3 of the Agreement clearly and unambiguously provides that seniority rights are confined to the sub-department in which employees are employed and that is the responsibility of the Carrier to staff its workforce in a manner that it is able to assign work to those it is contractually due.

Rule 3 states, in relevant part:

**SENIORITY - SUBDEPARTMENT LIMITS**

(a) Except as otherwise provided, the seniority rights of employees are confined to the sub-department in which employed. The sub-departments are as follows:

1. Track;
2. Bridge & Building;
3. Engineering Services Crane;
4. Engineering Services Equipment & Machine;
5. Welding

...

(f) The Welding Sub-Department comprises the following:

Group	Rank
	(a) Foremen
	(b) Welders
	(c) Grinders
	(d) Laborers

...

Rule 3 is intended to protect the seniority interests of employees within a sub-department against the interests of employees outside that sub-department. In the ordinary course of operations, this would require that employees assigned to a sub-department perform work within that sub-department to the exclusion of employees holding seniority in other sub-departments.

In Part 1 of the claim, the Organization contends that the Carrier violated the Agreement because the B&B work in dispute involving digging out culvert ends utilizing the truck assigned to the Detroit Lakes B&B Crew should have been offered to Claimant Springstead who holds seniority in the B&B Sub-department. The Carrier asserts that

it attempted to reach Claimant Springstead—who holds seniority in the B&B Sub-department—to respond to a service path critical asset involving the B&B Sub-department work and he did not return the call. This assertion is supported by evidence that Senior Manager of Bridge Maintenance Stark reached out to Claimant Springstead. After that response from Stark, the Organization apparently contacted Claimant Springstead to respond to Stark’s statement. Claimant Springstead initially prepared a response that is not in the record, which the Organization believed “was too vague to be applicable.” Thereafter, the Organization drafted a response for Claimant Springstead that was submitted verbatim into the record as coming from Claimant Springstead. We find this statement to be unreliable and insufficient to rebut the Carrier’s evidence that it attempted to reach Claimant Springstead, but no call back was received. Under these circumstances, where the Carrier attempted to protect the seniority rights of Claimant Springstead by offering him work within his sub-department, but it was unable to reach him, the temporary transfer of a qualified employe to meet an operational need does not violate the Agreement. Accordingly, Part 1 of the claim is denied.

In Part 2 of the claim, the Organization asserted that the Carrier violated the Agreement because the crane work in dispute involving the removal of debris from the ends of culverts using a Material Truck should have been offered to Claimant Palermo, who hold seniority in the ESC Sub-department. The Carrier did not dispute that Claimant Palermo was assigned within the ESC Sub-department at the time of the claim and that Machine Operator Blixt from the ESE Sub-department used a Material Truck to perform the work at issue. However, the Carrier denied that the work falls under the scope of the ESC Sub-department and the Organization failed to produce any evidence to rebut that denial. Under these circumstances, Part 2 of the claim must be denied because the Organization has not met its burden to establish the claim.

**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 20th day of March 2026.