

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43274  
Docket No. SG-43208  
18-3-NRAB-00003-150442**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Soo Line Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Canadian Pacific (formerly SOO Line):**

**Claim on behalf of C.B. Weishaar, for eight hours pay at his straight-time rate for every Monday he is forced to observe as a rest day, and payment at his overtime rate for all hours he is required to work every Saturday, beginning on May 21, 2014, and continuing until this dispute is resolved, account Carrier violated the current Signalmen’s Agreement, particularly Rules 17 and 23, when it arbitrarily abolished the Claimant’s long-established Monday through Friday work week position and re-bulletined that exact position as a Tuesday through Saturday work week position. Carrier’s File No. 09-00124-080. General Chairman’s File No. Weishaar Work Week. BRS File Case No. 15160-SOO.”**

**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 Organization filed the instant claim on behalf of the Claimant, alleging that the Carrier violated the parties' Agreement when it abolished the Claimant's position with Saturday and Sunday rest days, and then advertised the identical position with Sunday and Monday rest days. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the Carrier violated Rule 17(f) when it unilaterally changed the position's rest days after twenty-eight consecutive years, because the Carrier's intent in making this change was to punish the Claimant, because there is no support for the Carrier's assertion that it made this change to support its operational needs, and because the Carrier failed to meet with the Organization prior to implementing this change. The Carrier contends that the instant claim should be denied in its entirety because the Carrier's operational requirements made rest days other than Saturday and Sunday necessary, because the Carrier is not required to provide concrete evidence or show an operational problem to support having work days other than Monday through Friday, because the Organization failed to meet its burden of proof, and because there is no support for the requested remedy.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has failed to meet its burden of proof that the Carrier violated Rules 17 and 23 when it abolished the Claimant's Monday through Friday work week position and re-bulletined the exact position as a Tuesday through Saturday work week position. Rule 17 states the following:

"There is hereby established, for all employees, subject to the exceptions contained in this rule, a work week of forty (40) hours, consisting of five days of eight hours each, with two consecutive days off in seven; the work weeks will be staggered in accordance with the

Carrier's operational needs; so far as practicable the days off shall be Saturday and Sunday . . ."

The Carrier has presented evidence that it determined that it had an operational issue because of increased traffic, including passenger trains, in its 24/7/365 operational schedule. Consequently, the Carrier abolished the position that the Claimant was in and re-posted it with Friday and Saturday days off, which complies with the two consecutive days off set forth in Rule 17(a). The Claimant bid on that new position and accepted that position with the new day-off schedule. Although the Organization claims that the Claimant was discriminated against and the Carrier's action was taken simply to inconvenience him, there is insufficient evidence to prove that.

Since the Organization has failed to meet its burden of proof in this case, the Board has no choice other than to deny 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 26th day of June 2018.