

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45481  
Docket No. SG-47651  
25-3-NRAB-00003-220618**

**The Third Division consisted of the regular members and in addition Referee Rachel Goedken when award was rendered.**

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(National Railroad Passenger Corporation (AMTRAK)**

**STATEMENT OF CLAIM:**

**“Claim on behalf of R.M. Ward, Jr., for the re-establishment of a regular work week of Monday through Friday with consecutive rests days of Saturday and Sunday, and compensation at his overtime rate of pay for all hours worked on Saturday and Sunday and 8 hours at the straight-time rate of pay for every Monday and Tuesday. Claimant is denied the ability to work starting on November 5, 2020, and continuing until he is returned to his traditional Monday through Friday work week; account Carrier violated the Signalmen’s Agreement, particularly Rules 20 and 22, when it arbitrarily changed the regular work week without substantiating an operational problem that could not be met with the traditional 5 day work week with rest days of Saturday and Sunday. Carrier’s File No. 159954-TC, General Chairman’s File No. AEGC20215, BRS File Case No. 5501, NMB Code No. 300 - Contract Rules: Assignments/Bulletins”**

**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.**

On November 5, 2020, Carrier abolished the Claimant's Monday through Friday Signal Maintainer position and re-advertised it as a Signal Maintainer position with hours of 2:00 PM to 10:00 PM, Wednesday through Sunday with rest days of Monday and Tuesday. The Claimant bid and by Award Bulletin dated November 13, 2020, was assigned to the job. The Organization asserts that the Carrier violated Rule 20 (Work Week) of the Agreement when it established this seven-day position with rest days other than Saturday and Sunday in the New England Division.

The Carrier maintains that the creation of the seven-day position was to support the Attleboro Agreement between Amtrak and the Massachusetts Bay Transportation Authority. The Attleboro Agreement, originally signed in 2003 and again in 2017, requires Amtrak to "ensure 24-hour coverage to respond to track conditions that could affect the MBTA's Commuter Rail service, including 24-hour coverage at Tower 1 Interlocking." The line runs seven days a week, with 18 trains running on Saturday and Sunday, 4:30 AM to 12:30 AM.

Rule 20 provides in relevant part:

The established work week for all employees covered by this Agreement subject to the exception contained in this rule, is forty (40) hours, and consists of five (5) days of eight (8) hours each with two (2) consecutive days off in each seven . . . The work week may be staggered in accordance with the Company's operational requirements. So far as practicable, the days off for five day assignments shall be Saturday and Sunday . . . The foregoing work week is subject to the provisions which follow:

- (a) The expressions 'positions' and 'work' as used in this rule refer to services, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.
- (b) On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- (c) . . .
- (d) On positions which are filled seven (7) days per week, any two consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

Rule 20 allows the Carrier to create seven-day positions when it has an operational need to deviate from the five-day workweek allowed under Rule 20(b). The

Board has confronted this issue many times. See analyses in Third Division Award No. 37049 (Eischen), Public Law Board 5565 Award No. 8 (Eischen), and Third Division Award No. 44650 (Knapp) for the majority view.

To provide seven-day coverage with other than Saturday and Sunday rest days, the Carrier bears the burden of providing evidence of a bona fide operational need to make the change. Such evidence has included a customer letter complaining about substandard service on the rest days (Third Division Award No. 13930), evidence that employees frequently worked overtime on weekends (Public Law Board Award No. 80), evidence supporting the Carrier's contention that six-day maintenance service was required in the territory (Third Division Award No. 5557), frequent overtime work and increased difficulty in finding employees available to work on the weekend (Public Law Board No. 2960 Award No. 80), evidence of increased traffic, including passenger trains (Third Division Award No. 43274), and evidence of enormous train traffic, necessitating building a third line with resultant maintenance issues (Third Division Award No. 40608).

Here, as evidence of operational needs, the Carrier points to 1) the language of the Attleboro Agreement, 2) the 20-hour per day, seven day per week operation of the Attleboro Line, and 3) the Engineer's statement as to the insufficiency of the previous five-day coverage.

Turning first to the Attleboro Agreement, the language requires "24-hour coverage to respond to track conditions that could affect the MBTA's Commuter Rail service, including 24-hour coverage at Tower 1 Interlocking." That agreement, however, does not dictate how 24-hour coverage is achieved under the collective bargaining agreement or alleviate the Carrier's obligation to comply with the collective bargaining agreement.

Next, the Carrier points to the Attleboro Line's operations: seven days a week, 4:30 AM to 12:30 AM, with eighteen trains running on Saturday and Sunday. On its face, this suggests a seven-day position. However, the Organization has shown that the work was covered with a five-day position prior to November 2020.

The Carrier's final evidence of operational necessity is found in the Engineer's statement that, "The shift change was a result of having the employees to fill standard 8hr straight time shifts with constant 24hr coverage. Previous coverage was done through scheduled overtime that would sometimes be left vacant and unnecessarily increased work load of all employees to get those shifts filled and covered. This exposed

issues where call outs for signal issues were not being responded to timely during open shift.” This evidence, however, is general; “sometimes” and “unnecessarily increased work load” do not sufficiently describe the material change required to demonstrate operational necessity. See Third Division Award No. 37049 (occasional difficulty finding employees to work overtime is insufficient to create seven-day schedule). Accordingly, the Carrier has failed to demonstrate operational necessity supporting a seven-day position.

As a remedy for this violation, the Carrier is directed to compensate the Claimant one-half hour’s pay for each hour worked on Saturday and Sunday (Claimant’s original rest days) beginning on November 5, 2020 and continuing until the workweek assignment returned to Monday-Friday with rest days of Saturday and Sunday. The Carrier’s submission indicates the Claimant’s five-day assignment was reinstated effective December 13, 2021. The Claimant’s request for straight time pay for Mondays and Tuesdays during this same period is not persuasive and is denied. See Third Division Award Nos. 35564, 35805, and 36055.

**AWARD**

Claim sustained.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

Dated at Chicago, Illinois, this 30<sup>th</sup> day of July 2025.