

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 45667  
Docket No. MW-48723  
26-3-NRAB-00003-240365

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

(Brotherhood of Maintenance of Way Employes 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 abolished the positions of those employes assigned to Cross-System Production Rail/Tie Crew P-2 on November 13, 2018 without furnishing the requisite five (5) working days’ advance notice (System File C-113-18-010-01/2020-00018430 SOO).
- (2) As a consequence of the violation referred to in Part (1) above, Claimants R. Hayes, D. Robinson, J. Powell, E. Witcraft, R. Strauss, J. Garcia, J. Leon, R. Rodriguez, L. Camacho, K. Wander, D. Shoopman, H. Heredia, S. Baker, J. Bergstrom, D. Rynda, L. Ewert, N. Armstrong, G. Ponzer, T. Meyer, S. Schneider, B. Mc Kinnon, T. Otto, B. Donaldson, A. Shoopman, L. Burns, J. Hines, A. Ponzer, M. Ewert, C. Sather, R. Hagen, D. Hale, V. Witt, J. Hesselink, and T. Kirchner shall now each be ‘... entitled to ten (10) hours at their respective straight time rates of pay due to being denied five (5) working days advance notice, specifically for November 14, 15, 19, 20 and 21, 2018.’, ‘... shall be credited with such additional days for vacation and holiday qualifying purposes, along with any other benefits lost for November 14, 15, 19, 20, and 21, 2018.’ and ‘... would then also qualify claimants for eight (8) hours holiday pay for the Thanksgiving Day and the day after Thanksgiving Day holidays.’”

**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 dispute involves whether the Carrier violated the Agreement when it abolished the positions of those employees assigned to Cross-System Production Rail/Tie Crew P-2 on November 13, 2018, without furnishing the requisite five (5) working days' advance notice.

The parties agree that the instant dispute is covered by Rule 12—Force Reduction, which states, in relevant part:

(d) Not less than five (5) working days' advance notice will be given to regularly assigned employees, not including casual employees or employees who are substituting for regularly assigned employees, whose positions are to be abolished before such reductions in forces are made, except:

...

The Organization contends that the Carrier failed to notify the Claimants five days in advance of the date of abolishment per Rule 12(d) of the Agreement. Specifically, the Organization contends that the Carrier notified the Claimants on November 13, 2018, that their positions would be abolished that day.

The Carrier contends that it did not violate the Agreement because the Claimants were notified that their positions would be abolished in person by their Managers on November 5, 2018, a full seven working days in advance. In support of its position, the Carrier introduced emails from its Managers describing the notice they gave to the crew on November 5, 2018; documentation from November 8, 2018, showing that two crew members were allowed to transfer to different locations due to

**“Crew Shut Down; and hotel lodging sign-in sheets from November 11, 2018, showing that the crew was likely aware that they would be signing out of the Hotel on November 14, 2018, after an additional night’s stay due to a late finish on November 13, 2018.**

There are statements in the record from eight Claimants that dispute the Carrier’s claim that it notified the crew on November 5, 2018. It is not clear that these statements were part of the on-property record, as they are not referenced in either parties’ on-property submissions and they are dated after the Carrier’s denial of the Organization’s appeal. In any event, they are self-serving, conflict with statements in the initial claim and the Organization’s appeal, and ultimately, are not persuasive.

After a careful review of the evidence, we find that 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.**