

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 44015  
Docket No. SG-45454  
20-3-NRAB-00003-190234**

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

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

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corp. (Amtrak):**

**Claim on behalf of E. Antico, J.J. Haber, R. Postell, and A.J. Riddle, for all benefits to be provided for the period of four months following the dates on which each Claimant was disciplined respectively and reimbursement for any out of pocket expense that the Claimants were forced to pay, account Carrier violated the current Signalmen’s Agreement, particularly Rule 57, when Carrier removed the benefits from the Claimants prematurely on August 1, 2017, despite the Claimants being compensated as though they were in active service until May 24, 2017; May 30, 2017; and June 6, 2017, respectively. Carrier’s File No. NRPC-BRS-SD-1258. General Chairman’s File No. AEGC #20181021. BRS File Case No. 15983-NRPC(S). NMB Code No. 155.”**

**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 was filed by the Organization on behalf of the four Claimants listed in the claim above. All four Claimants were removed from service on March 24, 2017, pending a scheduled formal investigation. Following the investigation, the Claimants received termination letters on the following dates:

|         |               |
|---------|---------------|
| “Antico | May 24, 2017  |
| Haber   | May 30, 2017  |
| Postell | June 6, 2017  |
| Riddle  | June 6, 2017” |

The Carrier terminated the Claimants’ medical coverage effective August 1, 2017. The Organization argues this action violates the parties’ Agreement, Rule 57 (b) – Discipline and Appeals, which requires in part the following:

“An employee held out of service pursuant to this rule shall remain under pay as though he were in active service on his regular position unless medically disqualified. Compensating under this rule shall continue until the decision is rendered following the trial/investigation, except that if the employee or his duly authorized representative requests a postponement of the employee’s trial/investigation, the employee will not be compensated for the period of such postponement.”

The Organization argues that none of the Claimants were medically disqualified for any reason and that since they remained on paid status the Carrier should have maintained their benefits until the end of the fourth month following the decision to terminate.

The Carrier argues they have a long-standing practice of terminating benefits at the end of the fourth month following the last month in which an employee renders compensable service. This practice is based on language found in the Amtrak Agreement – Covered Benefits Handbook, which holds that Agreement covered employees suspended from service will:

“automatically receive a notice about COBRA coverage; however, your Amtrak coverage will continue concurrently with COBRA coverage until the end of the fourth month in which you rendered compensated service...”

The Carrier maintains that the Agreement language cited by the Organization only provides for pay while held out of service pending investigation and does not mention other benefits or entitlements.

The Board has reviewed the record in this matter. The language in Rule 57(b) of the Agreement is clear and unambiguous. It requires that the Carrier continue pay for employees removed from service pending investigation/trial. There is no mention that benefits or other entitlements are to be similarly continued. When language is clear and unambiguous the Board is bound by the contract. Based on the foregoing, the Board must deny this claim in its entirety.

**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 28th day of April 2020.