

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45438
Docket No. SG-48392
25-3-NRAB-00003-230150

The Third Division consisted of the regular members and in addition Referee Sarah Miller Espinosa when award was rendered.

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(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.:

Claim on behalf of D. Albanowski, Jr., J. Chelotti, B. Cohoon, T. Simmons, J. Thomas, and S. White for 4 hours each at the time and one half rate; account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when, on April 28, 2021, outside of regularly scheduled hours Carrier improperly utilized Verizon to perform recognized communications work on Amtrak property, thereby denying the Claimants work opportunities and wages associated with the performance thereof. Carrier’s File No. C06213, General Chairman’s File No. 202125, BRS File Case No. 5589, NMB Code No. 308 - Contract Rules: Pay/Allowances/Penalty.”

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 claim was made on behalf of the named Claimants who are part of Gang K092. At the time of the dispute, the Claimants established and held seniority within various classifications.

In this case, the Claimants performed work between April 27 and April 29, 2021, in preparation for a special event involving the President of the United States and the United States Secret Service at the Penn Coach Yard. Specifically, on April 27th and April 28th, the Claimants installed communication cables between 30th Street Station and Amtrak's Penn Coach Yard behind the station. As part of the Secret Service Advance Team's testing activities for the platform and production set for the President's speech, employees of Verizon Wireless performed work on lines and circuits installed by the Claimants at the request and direction of the Secret Service on or about April 28th. On April 29th, the Claimants were instructed to return to the Penn Coach Yard and repair some of the circuits they had recently installed.

Rule 1 is central to the determination of this claim. Rule 1 states in relevant part:

RULE 1 – SCOPE

A. The following Scope Rule will apply on the Southern Seniority Districts 1, 2 and 3 as well as on the MBTA Commuter Passenger Railroad:

These Rules, subject to the exceptions hereinafter set forth, shall constitute Agreements between Amtrak and its Communication and Signal Department employees of the classifications herein set forth engaged in the installation and maintenance of all signals, interlockings, telegraph and telephone lines and equipment including telegraph and telephone office equipment, wayside or office equipment of communicating systems (not including such equipment), highway crossing protection (excluding highway crossing gates not operated in conjunction with track or signal circuits) including repair and adjustment of telegraph, telephone and signal relays and the wiring of telegraph, telephone and signal instrument cases, and the maintenance of car retarder systems, and all other work in connection with installation and maintenance thereof that has been generally recognized as telegraph, telephone or signal work - represented by the Brotherhood of Railroad Signalmen and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees of Amtrak, specified in Rule 2 hereof, namely,

Electronic Specialists, Electronic Technicians, Inspectors, Assistant Inspectors, Foremen, Assistant Foremen, C&S Maintainers, Maintainers, Signalmen, Assistant Signalmen, Trainees and Helpers.

[...]

EXCEPTIONS

- (a) This Agreement shall not be construed as granting to employees coming within its Scope the exclusive right to perform the work of installing or maintaining other than Railroad owned facilities or equipment located on the property of the Railroad.**

The Organization maintains that on April 29, 2021, the Claimants found that their work of terminating communication cables had been completed outside regular working hours by an outside party. The Organization argues that the work performed by Verizon Wireless employees on the cables was within the scope of the Organization’s work on the communication system. The Carrier argues that the work performed by Verizon Wireless was not owned or controlled by the Carrier but was performed at the direction of the Secret Service. The Carrier further asserts that the work was not performed on Amtrak equipment but rather, equipment owned by the Secret Service, and that the Claimants did perform the installation of all length of cable and repairs to the circuits, whereas Verizon Wireless employees tested dial tones.

After a careful review of the record, the Board is persuaded that the Carrier has met its burden. That is, the work performed by Verizon Wireless, at the request and direction of the Secret Service on Secret Service-owned equipment, was not work that was exclusively granted to the Claimants. Rule 1(A)(a) specifically excepts from the scope of work “installing or maintaining other than Railroad owned facilities or equipment located on the property of the Railroad.” In this case, the work by Verizon Wireless was performed on non-Carrier equipment, namely, equipment owned by the Secret Service, and is therefore an exception to the scope rule outlined in Rule 1.

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 13th day of February 2025.