

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45439
Docket No. SG-48491
25-3-NRAB-00003-230042**

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 Corporation (Amtrak):

- (1) Claim on behalf of T. Annunzio, C. Broomall, K. Johnson, A. Kuroda, R. Nagle, J. Newman, G. Robinson, T. Smith, C. St. John, M. Tarity, S. Tiberi, J. Troy, and G. Tyson, for 9 hours each at their overtime rates for each day the Agreement was violated; account Carrier violated the current Signalmen’s Agreement, particularly Rule 20, and Appendix B-4, when between February 24, 2021, through April 27, 2021, Carrier worked Signal Construction personnel junior in seniority to the Claimants to perform the maintenance work of protecting existing in-service signal equipment between Stiles & Overbrook interlocking’s, thereby causing the Claimants a loss of work opportunities. Carrier’s File No. BRS-161670-TC, General Chairman’s File No. 202118, BRS File Case No. 5697, NMB Code No. 300 - Contract Rules: Assignments/Bulletins.**
- (2) As a consequence of the violation referred to in Part (1) above, the Claimants shall now receive compensation for Nine (9) hours to be paid at the claimants’ overtime rates of pay.”**

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. At the time of the dispute, the Claimants established and held seniority within various classifications of the Carrier's Signal Department.

In October 2020, the Carrier's Production Switch Exchange System team began a project conducting a switch replacement at the Zoo, Bryn Mawr and Overbrook Interlockings as part of the larger, capital State of Good repair project. Between February and April 2021, the Carrier's Production Independent Track South group conducted a rail welding (joint elimination), which was part of the larger State of Good repair project.

In this case, C&S construction employees supported the installation of crossovers and support for welding tasks on various dates in February, March and April 2021 at the Stiles, Bryn Mawr, Zoo and/or Overbrook Interlockings.

Rule 20, Rule 36 and Appendix B-4 are central to the determination of this claim. Rule 20 states in relevant part:

RULE 20 – WORK WEEK

The established work week for all employees covered by this Agreement, subject to the exceptions 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 or, four (4) days of ten (10) hours each with three (3) consecutive days off in each seven...The foregoing work week is subject to the provisions which follow.

[...]

- (i) where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty

(40) hours of work that week; in all other cases, by the regular employee (See Appendix B-4 or B-5, as applicable).

Appendix B-4, Southern and Western District, states in relevant part:

**PROCEDURE FOR CALLING C&S DEPARTMENT EMPLOYEES
FOR TROUBLE INVOLVING MAINTAINER'S WORK OUTSIDE
THEIR REGULAR WORKING HOURS.**

[...]

8. Employees will be called from the appropriate list for work in the order in which their names appear on the list.

The Organization argues that the protection of in-service operating signal apparatus is considered maintenance work and not new signal construction work. The Organization maintains that the Claimants were the senior, qualified, available employees to whom preference for overtime was required to be given under the provisions of Appendix B-4. The Carrier argues that the work being claimed by the Organization was solely related to the State of Good repair switch installation project and was not exclusive to C&S maintenance employees. The Carrier asserts that the work was not maintenance work but rather continuation work as part of a larger production project, as the C&S production forces supported the installation of the crossovers and the welding tasks and were part of the unit that was assigned to this project.

The Organization has the burden to establish that the work assigned to the construction rather than maintenance employees was not assigned in accordance with the Agreement. After a careful review of the record, the Board is persuaded that the Organization has not met its burden. The Carrier has demonstrated that the work performed between February and April of 2021 by construction staff was part of a State of Good repair project. As such, pursuant to Rule 36, this work was performed by production forces in a manner permitted by the Agreement and was not work that was required to be offered to the Claimants via the overtime procedure.

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.