

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45480
Docket No. SG-47244
25-3-NRAB-00003-220285**

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 the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corp. (AMTRAK):

Claim on behalf of C. Gemmell, 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 eight hours at the straight-time rate of pay for every Monday and Tuesday he is denied the ability to work starting on July 10, 2020, and continuing until he is returned to his traditional Monday through Friday work week; account Carrier violated the Signalmen’s Agreement, particularly Rule 20, when it arbitrarily changed the regular work week without substantiating an operational problem that could not be met with the traditional five day work week with rest days of Saturday and Sunday. Carrier’s File No. 22-20, General Chairman’s File No. AEGC No. 20211, BRS File Case No. 5323, 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.

This claim raises both procedural and substantive arguments. Turning first to the procedural matter, the initial claim was denied August 11, 2020. The Organization appealed by letter dated August 31, 2020. United States Postal Service tracking showed the appeal letter was postmarked September 2, 2020, but does not indicate that the letter was delivered at all. The Carrier maintains it received the appeal in late November 2020. The Carrier's response was dated January 7, 2021. The Organization argues that the Carrier's January 7, 2021, response was untimely because it was outside the 60-day time limit set out in Rule 56.

Rule 56(a) of the parties' Agreement provides in relevant part:

All grievances or claims other than those involving discipline must be presented, in writing, by the employee or on his behalf by a union representative, to the Division Engineer within sixty (60) calendar days from the date of the occurrence on which the grievance or claim is based. Should any such grievance or claim be denied, the Division Engineer shall, within sixty (60) calendar days from the date same is filed, notify whoever filed the grievance or claim (employee or his representative) in writing of the reason for such denial. If not so notified, the claim shall be allowed as presented. (emphasis added)

The relevant date to begin running the time limit under the Agreement is the date of receipt, i.e., the date the claim is presented to the Carrier, rather than the date sent. See Third Division Award No. 29780, relying on Third Division Award No. 29259. Here, through no fault of the parties, there is no proof as to when the appeal was received by Amtrak. Accordingly, there is insufficient evidence to conclude that the Carrier violated Rule 56(a). The dispute may be resolved on the merits. See SBA No. 1011, Award No. 39.

Turning to the merits, in July 2020, the Carrier established a Signal Maintainer position at the Maintenance of the Way Base in Old Saybrook, Connecticut. This position had a tour of duty of 2:00-10:00 PM on Wednesday through Sunday with rest days of Monday and Tuesday. The Claimant was awarded the bid on July 10, 2020, and began work on July 13, 2020.

The Organization claims the Carrier violated Rule 20 of the Agreement when it created a five-day assignment with rest days other than Saturday and Sunday without showing it had an operational need and that it was no longer practicable to maintain this line of road on a Monday through Friday basis.

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.

The Carrier maintains Rule 20 allows for the staggered work week in accordance with operational requirements. As evidence of the Carrier's operational requirements, the Carrier relies on the first step response from Engineer Jones on August 11, 2020, which states,

This position is one of three shifts needed to provide a 7-day coverage due to operational needs on the territory. It has been established for almost 30 years as well as the neighboring positions to cover the 7-day traffic of Amtrak, Commuter and Freight trains as well as provide a quick response to the moveable bridges and crossings on these territories. We have the operational need to continue a 7-day coverage to prevent train delays,

river traffic disruptions and general public safety issues with crossings being falsely activated.

The Carrier has demonstrated that there are three shifts to provide seven-day coverage. See Carrier Exhibit 3, pages 8-16. Two maintainer positions have rest days of Saturday and Sunday. To continue seven-day coverage, the Claimant's maintainer position has rest days other than Saturday and Sunday. Rule 20 permits this staggering of the work week.

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 30th day of July 2025.