

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45483
Docket No. SG-48046
25-3-NRAB-00003-230041**

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 T. Annunzio, B. Carel, K. Johnson, D. Leary, R. Nagle, G. Robinson, T. Smith, M. Tarity, S. Tiberi, 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 January 11, 2021 through February 23, 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 Zoo "JO", Bryn Mawr, & 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”

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.

The Claimants were assigned various positions within Carrier’s Signal Department, headquartered on Seniority District 2 Philadelphia-Harrisburg with a

work schedule of Monday through Friday 7:00 AM to 3:00 PM with rest days of Saturday and Sunday. The instant dispute developed when, between January 11, 2021, and February 23, 2021, Carrier worked junior employees to perform the maintenance work of protecting signal equipment between Zoom “JO”, Bryn Mawr and Overbrook Interlockings. The Organization asserts the work - protecting existing, in-service signals - was open work opportunities outside of normal working hours that should have been performed by the Signal Maintenance employees via the Call-Out List.

The Carrier contends that the work in question was part of a larger “State of Good” capital repair project. Following switch installation, rail welding was required on track segments replaced as part of the project. C&S production employees supported the installation of the crossovers. The work was part of a production project, completed on the SES’s designated schedule, and completed under a production WBS code used to cover compensation for a particular project. As such, the Carrier contends the work performed was production work, not maintenance work.

It is well established that the term “ordinarily and customarily performed” includes the continuation and completion of work. See, e.g., Third Division Award No. 44963. Here, the record shows the disputed work was the continuation of a production project.

Where there is a jurisdictional dispute between employees of the same craft, the Organization bears the burden of establishing exclusivity. See Third Division Award No. 37248. Our review of the record reveals that the Organization has failed to carry its burden to demonstrate that the contested work was exclusive to maintenance employees. Accordingly, the claim must be denied.

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.