

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33506
Docket No. MS-34891
99-3-98-3-526**

The Third Division consisted of the regular members and in addition Referee Robert G. Richter when award was rendered.

(Kenneth J. Kwasnik

PARTIES TO DISPUTE: (

(National Railroad Passenger Corporation (AMTRAK)

STATEMENT OF CLAIM:

"I hired with AMTRAK on 6/16/93 as a part time RSO Agent based in Chicago. According to the Letter of Introduction for New Hire and the Collective Bargaining Agreement, I would be eligible for bid on full time positions after one (1) year of part time service. The awarding of bulletined positions was to be based on seniority rights equally shared by both part time and full time RSO Agents. I bid on position #1537 on 8/31/94 which was a full time bulletined position for an RSO Agent in Chicago. On 9/7/94 position #1537 was canceled and six (6) new full time positions were rebulletined. I submitted a claim on 9/7/94 to this violation of the Collective Bargaining Agreement after I was told by management that part time cannot go full time. The issue was decided by an arbitrator on 2/18/97 which ruled in my favor. The question remaining is damages. AMTRAK refuses to offer a reasonable settlement for the damages it has caused me."

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.

As the Claim states, Claimant was a part-time employee for the Carrier who was denied the right to bid on a full-time job. Claimant was one of several employees who filed a claim. The other employees case went to arbitration before Public Law Board No. 5022. In Awards 10 and 11 of the Board the Referee held that the Carrier had violated the Agreement.

The Referee remanded the case to the Organization and the Carrier to determine appropriate damages. The parties agreed that each of the aggrieved employees was entitled to \$2,000.00.

Claimant was offered the same settlement and refused it. Claimant resigned from the Carrier prior to the settlement. Claimant is now seeking \$4,236.00, although he suggested \$3,800.00 to the Carrier as a compromise while the dispute was still on the property.

Inasmuch as it has previously been determined that the Carrier violated the Agreement this Board only has the damages to decide.

The Carrier and the Organization reached an agreement for the other employees involved. While Claimant has demonstrated that he was a good employee, there is nothing in the submission that is persuasive to have his settlement be more than the other employees.

Therefore, this Board will award the Claimant \$2,000 in line with Public Law Board No. 5022.

AWARD

Claim sustained in accordance with the Findings.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 22nd day of September 1999.