

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34058
Docket No. CL-34757
00-3-98-3-407**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(National Railroad Passenger Corporation (AMTRAK))

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-12065) that:

(a) Please consider this as a claim of the District 1089 Protective Committee on behalf of H. Crawford, incumbent of position IC-815, Information Clerk, South Station, Boston, hours 2:00 p.m. to 10:00 p.m., rest days Saturday and Sunday. The Carrier has been and continues to violate the current Rules Agreement between the National Railroad Passenger Corporation and the Transportation Communications International Union, particularly but not limited to Rule 1 and Appendix E (Extra Board Agreement).

(b) In May 1996, the Carrier set the hours of operation of the information booth located on South Station Concourse at 6:00 a.m. to 10:00 p.m. Monday thru Friday and 6:00 a.m. to 2:00 p.m. Saturday and Sunday. On or about the same time the Carrier started to allow volunteers from the Travelers Aid Society to work inside the booth from Saturdays during the hours of 9:00 a.m. to approximately 5:30 p.m. At this time volunteers from Travelers Aid Society have been observed (by members of this protective committee) giving out train information, schedules, directions to trains and subways, etc., particularly between the hours of 2:00 p.m. and 5:30 p.m. This is work historically performed by the information clerks at the South Station as outlined in the primary duties of an information clerk.

(c) The Carrier, in allowing Travelers Aid or any outside agency to occupy the work space of information clerks during the hours that the information booth is not manned is also allowing these agencies to provide

train information, schedules, subway and bus information, etc., to the public rather than establish a relief position for the 2:00 p.m. to 10:00 p.m. position currently owned by Ms. Crawford.

(d) Therefore claim is made on behalf of H. Crawford, the incumbent of the position which normally works during these hours, for three and one half (3.5) hours at the punitive rate for Saturday of each week commencing August 1, 1996.

(e) This claim is presented in accordance with the current rules agreement, is in order, and should be allowed.

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 crux of this dispute involves Carrier's permitting volunteers from the Travelers Aid Society to occupy space in the information booth normally manned by Clerks, after the Clerks' schedule working hours. The Organization maintains that the Carrier permitted the situation in order to bypass the provisions of Appendix E of the Agreement between the parties which reads in pertinent part as follows:

"Article 6 (A) Regular and extra work assignments not covered by Article (5) above will be offered to the senior, qualified, available extra or regular employee in the territory whose position is under the jurisdiction of the extra board involved.

Article (7) (A) In the event a vacancy cannot be filled under Articles (5) and (6) above, the overtime will then be offered to the senior, qualified, available regular or extra clerk from those areas covered in Article (1) of this Agreement who have made written application for same.

Article 13 (A) These extra boards will not be used to avoid the establishment of new positions where required under Rule 2-A-1 nor will they be used for the purpose of abolishing regular positions.”

In addition, the Organization asserts that the presence of the Travelers Aid Volunteers in the booth normally manned only by Agreement employees violated the Scope Rule of the Agreement.

It is the Carrier’s position that because the Scope Rule at issue is general in nature, there is no provision for specific reservation of conveying information to passengers exclusively to Clerks. Moreover, the Carrier points out that the Claimant was not a member of the Extra Board, and asserts that Appendix E cannot apply in this case. Further, the Carrier contests the Organization’s assertion that the Volunteers were performing clerical work. Rather, the Carrier states that Traveler’s Aid has had booths across Amtrak’s system nationwide for decades, without protest of infringement from the Organization. In addition the Carrier notes that the Traveler’s Aid Volunteers occupied the booth with the Clerks on duty only because of renovations occurring at the station, which, since Amtrak does not own the property, were not within Amtrak’s control.

The Carrier is incorrect in its correspondence during processing in this case, when it asserts that a General Scope Rule means that no work can be reserved to employees covered therein. The Board has consistently held that a Scope Rule which is general in nature imposes a burden upon the Organization to show that the work at issue has, by custom and practice, been performed only by covered employees. In the presence of such evidence, the Board has found that such work must continue to be assigned to covered employees. In this case, however, the Organization failed to show that work normally performed exclusively by Clerks was pre-empted by the Volunteers. There is no indication on this record that the Volunteers infringed upon the work – such as issuing tickets or dispensing information regarding ticket reservations – normally performed by Clerks.

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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 25th day of May, 2000.