

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34073
Docket No. CL-35082
00-3-98-3-195**

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

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

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-12206) that:

This Claim is on behalf of the Employees at South Station, Boston MA. [Names of employees are appended to the original claim.] The Carrier has violated the current rules agreement between the National Railroad passenger Corporation and the Transportation Communications International Union, particularly, but not limited to Appendix E -- Extra Board Agreement, Article 6.

On Wednesday, November 27, 1996 and Sunday, December 1, 1996, the Carrier refused to call and utilize employees covered by this collective bargaining agreement to check and validate tickets held by passengers. The Carrier also failed to utilize employees covered under this collective bargaining agreement to assist passengers to and from trains arriving at South Station.

By Interoffice Memo from W. B. Duggan, dated November 26, 1996, the Carrier established management assignments for the Thanksgiving Holiday period which included the use of management employees to perform work historically performed by TCU employees during both regular and holiday periods. These management people were not used as a result of the unavailability of TCU employees to do the work, but rather were used in lieu of calling qualified TCU employees to cover the extra assignments as allowed for under the Extra Board Agreement.

Therefore, claim is made for eight (8) hours at the applicable punitive rate for each employee as indicated in Attachment A [to the original grievance].

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

ATTACHMENT A

EMPLOYEE CLAIMED	SENIORITY DATE	DATE(S) AVAILABLE	TOTAL HOURS
J. Sullivan	4/5/54	December 1, 1996	8
G. Steele	5/30/72	November 27, 1996 December 1, 1996	16
J. Gorham	10/18/72	November 27, 1996 December 1, 1996	16
L. Steele	6/4/79	November 27, 1996 December 1, 1996	16
W. Kent	5/28/76	November 27, 1996 December 1, 1996	16
R. Foley	2/4/77	December 1, 1996	8
L. Kerwin	12/31/80	November 27, 1996 December 1, 1996	16
H. Crawford	4/7/82	December 1, 1996	8
J. Giblin	2/25/86	December 1, 1996	8
R. Eddins	9/8/87	December 1, 1996	8

ATTACHMENT A - CONTINUED

EMPLOYEE CLAIMED	SENIORITY DATE	DATE(S) AVAILABLE	TOTAL HOURS
G. Flaherty	3/22/89	November 27, 1996 December 1, 1996	16
P. Tan	11/29/89	December 1, 1996	8
R. Brigham	3/13/90	November 27, 1996	8
A. Boniface	11/8/90	November 28, 1996	8"

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.

On November 26, 1996, the Carrier distributed a Memorandum entitled "Thanksgiving Coverage" with management assignment appended thereto. By letter dated January 18, 1997, the Organization filed a claim on behalf of the Claimants listed in the document appended to the grievance. In that claim, the Organization asserted that on November 27 and December 1, 1996, the Carrier had used management employees to perform bargaining unit work instead of calling in employees listed on the Extra Board.

In its March 4, 1997 reply, the Carrier stated that the use of volunteers -- management or union -- was an encouraged and accepted practice. It also pointed out that some of the Claimants listed were either on vacation or worked overtime on the dates in question. The Organization appealed the Carrier's response on April 1, 1997. In its response to that appeal, the Carrier contended that there had been no violation of the Scope Rule when management employees looked at or stamped tickets already issued by bargaining unit employees. It maintained that the purpose of providing such a "double check" was to assure that passengers were properly getting on the trains for which they were ticketed, at a time (Thanksgiving Holiday Period) when the Station was particularly crowded. The Carrier denied that any management employees were performing work that historically accrues to either the TCU or any other craft. Rather, their activities were more in the nature of "crowd control." The Organization's response to the Carrier's position is that all "assisting of passengers within the station and the handling of tickets therein" is, and always has been, work reserved to bargaining unit employees.

The Board reviewed the record in this case carefully. The Board finds nothing in the Organization's responses to the Carrier to suggest that non-TCU employees were issuing tickets or otherwise performing tasks reserved exclusively to TCU-represented employees. There is no question that the tickets in question were all issued by TCU-represented employees. The Carrier noted in its last response to the Organization: "the validation of tickets (merely stamping or looking at tickets) does not belong exclusively to TCU employees." The Board concurs with that observation.

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.