

**Form 1**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 35462  
Docket No. CL-36224  
01-3-00-3-435**

**The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.**

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

**STATEMENT OF CLAIM:**

**“Claim of the System Committee of the Organization (CL-12623) that:**

- I. On February 20, 1999, a known vacancy was known in the Metropolitan Lounge. The vacancy occurred due to employee Lounge Attendant Hodges who regularly works in the Lounge from 5:30 p.m. until 2:00 a.m., called in sick. After exhausting in seniority order those employees who regularly work in the Lounge, that were available for the entire shift, the Carrier chose to use an employee who was not available due to an overlap that would occur between his shift already working from 2:00 p.m. until 11:30 p.m. and vacancy between 5:30 p.m. until 2:00 a.m. I am a qualified employee to work in the Lounge. The duties are the same with Charles J. Jackson the exception the Attendants in Inter-City also handle all disconnected passengers that may have come thru from train to train.**

**I am also a qualified Ticket Agent which are the qualifications to work the Lounge job. I was available to work that vacancy. I worked that day from 5:00 a.m. until 1:30 p.m. I should have been contacted to work.**

**The Carrier chose to ignore the contractual agreement between themselves and the employees that are represented by the Transportation Communications Union, Section 14 Overtime and the way it should be called out, and the Local Side Bar Agreement**

between Local Chairman Shirley Robertson and Manager of Tickets H.V. Roger.

The Agreement dated **10-15-98**, violated Section (2). Which reads in "When four (4) or more hours is needed, the senior available employee will be contacted." **THIS WAS NOT DONE** I am claiming for eight (8) hours of pay for that shift! . ..A copy of the Local side-Bar is attached. Your response is requested to this matter.

- II. On Sunday February **21, 1989**, a known vacancy of 2:00 p.m. until **10:30 p.m.**, occurred due to an employee calling in sick. The vacancy was that of employee N. Watson. After exhausting those employees in seniority order who were available to work the entire shift, the Carrier chose to use an employee who would overlap between her shift, **7:00 a.m.** and **3:30 p.m.** and the known vacancy, rather than using the senior available employee who would have been myself. I worked that day from **8:00 a.m.** until **1:30 p.m.** I was available.

I was never asked to work that shift!

The Carrier chose to ignore the agreement between themselves and the employees represented by the Transportation Communication Union, Section 14, Overtime. The Section specifically outlines in how known vacancies would be filled. **This** was not done.

The Carrier also chose to ignore the Local Side-Bar Agreement between Local Chairperson Robertson and H.V. Rogers, Manager NY, NY Ticket **Office**, Section two (2) which read, "When four (4) or more hours is needed, the senior available employee will be contacted." This was not done.

The employee used illegally was Mrs. J. Brown.

The Local side-Bar was signed on October **15, 1998**. Signatures of both parties are on **file**.

I am claiming eight (8) hours pay for that shift!

Attached is a copy of that Local Agreement.

Your response is requested in this matter.

- III. On February 24, 1999, a known vacancy was known in the NY, NY Metropolitan Lounge. The shift was regularly worked from 10:00 a.m. until 6:30 p.m. by Attendant Uez, Ms. Uez was given a personal day. After exhausting in seniority order those employees who normally work in the Lounge, and that were available to work the entire shift, the Carrier chose to use an employee who would have an overlap in between the two shifts. The shift was from 10:00 a.m. and 6:30 p.m. for the vacancy and the overlap would occur with employee working her own shift from 2:00 p.m. until 10:30 p.m. I am a qualified Ticket Agent which is the qualification to work this job, and I am qualified Metropolitan Lounge Attendant. I achieved this by working the Metropolitan Lounge in the Inter-City. The duties are the same with the exception the Attendants in the Inter-City also handle all disconnected passengers that would have come thru the Lounge, from train to train.

I (Charles J. Jackson) was available to work this shift. This was my regularly schedule day off. I was - not contacted to work.

The Carrier contacted the employee who was scheduled to work at 2:00 p.m. two (2) days prior to this day. The time was 3:30 p.m.

The Carrier chose to violate the agreement between themselves and the employees represented by the Transportation Communications Union. The Section violated was Section 14, Overtime, in which specified the correct procedures in which to fill a known vacancy.

The Carrier also chose to ignore the Side-Bar Agreement between Local Chairperson Robertson and H. V. Rogers, Manager. Ticketing NY Office, Section two (2) which reads, "When four (4)

or more hours is needed, the senior available employee will be contacted.”

**THIS WAS NOT DONE**

The Agreement was signed on October 15, 1998. Signatures of both parties are on file.

I am claiming for eight (8) hours of pay for that shift!

... Your response is requested for this matter.”

**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.

Claimant C. J. Jackson first began work in New York Penn Station on January 30, 1997. At the time of the incidents that gave rise to these claims, the Claimant was working as a Ticket Clerk. On February 24, 1999, the Claimant **filed** three claims on his behalf alleging that he had been bypassed on three separate occasions for overtime assignments. The Claimant cited Section 14, “Overtime,” and a local Side-Bar Agreement as having been violated by the Carrier when it assigned employees to work the disputed vacancies. The Carrier responded at every level of the handling of these claims on the property that the controlling Agreement did not contain a Section 14 overtime clause and that the local Agreement cited by the Organization has not been violated. It also consistently stated that the Organization has not presented a

meritorious case in the handling on the property and that the claim should be denied or dismissed.

The Board has reviewed in detail the various claims and counterclaims contained in the record. The one argument that has the most validity is that the Claimant did not cite any Rule of the Northeast Corridor Clerical Agreement as having been violated. Section 14, cited by the Claimant in his original claims, is not contained in the Agreement under which the Claimant works. The original claims contain a major defect in this regard and, consequently cannot be reviewed by the Board. There are a long list of Awards of the Board that address defective claims. These claims are for the most part denied or dismissed. The Board sees no basis for not following that precedent.

**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 **22nd** day of May, 2001.