

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 35946
Docket No. CL-36433
02-3-00-3-667**

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis 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-12660) that:

This claim is presented in accordance with Rule 5 of the (off-corridor) Agreement between the National Railroad Passenger Corporation (Amtrak) and Employees represented by the Transportation Communications Union.

Claim is presented on behalf of employee George Pirollo, Roster #64, for violation of Rule 14 (f) of the aforementioned agreement, in that on Saturday, December 27, 1997 and Sunday, December 28, 1997, overtime was worked at the Fort Washington Reservation Sales Office by junior employees and Mr. Pirollo was not called for either assignment.

On December 16, 1997, I worked my regular tour of duty at Fort Washington RSO. Prior to my departure this day, I signed the Overtime Log Book located in the general operations area. I signed all sheets available (which are only posted seven days in advance), and then went into the Personnel Office and notified Mrs. Dorothy Esposito, the clerk responsible for calling overtime, that I was going to be out over the holiday on a combination of vacation and holidays and wanted to be called for overtime on the weekends as there were no sheets available to sign. Although this “sign up” policy contradicts the written agreement, I did in fact attempt to comply by signing all sheets available.

When I returned after the holidays, I went to Mrs. Esposito to check if there was, in fact, any overtime worked during these weekends, I was

advised that overtime was called on December 27 and 28. I asked to see the overtime call sheets to verify if I was called or not, and when she and I checked, there was no notation next to my name; I was not called.

I approached you, Mrs. Robinson on three occasions over a three week period requesting you check into this matter and resolve the issue. After the third week, you advised me you would not pay the claim as I had not "signed up" to work. Even after explaining the aforementioned situation to you three times, in the most of simplistic terms, you still did not comprehend that there were no sheets to sign!

The Carrier has violated Rule 14(f) by allowing and permitting:

Dennis Lonnergan, Roster #377 to work on Saturday, December 27, 1997 from 7:30 am to 12:30 pm.

Evelyn Thompson, Roster #251 to work on Saturday, December 27, 1997 from 6:00 pm to 11:00 pm.

Evelyn Gautier, Roster #119 to work on Sunday, December 28, 1997 from 7:00 am to 11:00 am.

Evelyn Gautier, Roster #119 to work on Sunday, December 28, 1997 from 11:00 am to 3:00 pm.

Evelyn Thompson, Roster #251 to work on Sunday, December 28, 1997 from 5:00 pm to 10:00 pm.

Claim is filed on behalf of George Pirollo, Roster #64 for a total of 22 hours pay at the punitive rate for allowing and permitting junior employees, as noted above, to work overtime assignments while Mr. Pirollo was available and not called."

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.

At the time the instant dispute arose, Claimant, G. Pirollo was assigned as a regular Reservation Sales Agent at the Fort Washington Reservation Sales office in Fort Washington, Pennsylvania. On Saturday, December 27, and Sunday, December 28, 1997, overtime was required at the office. On those occasions, Clerks junior to the Claimant were called to work the overtime assignment. The Claimant, thinking he should have been called to perform the overtime work, filed a claim alleging numerous Rule violations on the part of the Carrier. He requested 22 hours' pay at the punitive rate because he was not called to cover the assignments.

The Board reviewed the record in detail and concludes that the Claimant did not follow established procedures at Fort Washington for making oneself available for overtime. His request to be called for overtime on December 27 and 28, 1997, was not in writing, nor was his name signed on any overtime list for the days in question.

The Claimant contends that he is on a permanent overtime list. The Board finds no evidence of a permanent overtime list. He also contends there was no overtime list to sign that included December 27 and 28, 1997, so he verbally informed the employee responsible for calling overtime that he would be available on that weekend. That procedure is not valid.

Based on the record before it, the Board concludes that the Claimant does not have a valid claim and it will be denied.

AWARD

Claim denied.

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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 20th day of February, 2002.