

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 36154  
Docket No. CL-36807  
02-3-01-3-361

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-12749) that:

**I. Claim is hereby filed in behalf of G. Humes, Claimant.**

- (a) The Carrier violated the TCU/NRPC Northeast Corridor Agreement in particular Rules 2-A-1, 4-A-1, 4-A-4, 4-F-1 and others when it arbitrarily permitted and required C. Guzik, Chief Clerk System Report, 4th Floor North Tower to perform work regularly and routinely assigned to employees headquartered at the 30th Street Mailroom, 2nd Floor South Tower (Reproduction) on Wednesday May 5, 1999 from 3:00 pm to 7:00 pm as part of an overtime assignment. The Carrier failed to call and use G. Humes, Lead Material Control Clerk, Mailroom 2nd Floor South Tower, a position that normally and regularly performs the work in question.
- (b) Claimant G. Humes now be allowed 4 hours pay at the overtime rate for May 5, 1999 when the Carrier violated the Agreement.
- (c) Claim is presented in accordance with Rule 24 is in order and should be allowed.

**II. Claim is hereby filed in behalf of G. Humes, Claimant.**

- (a) The Carrier violated the TCU/NRPC Northeast Corridor Agreement in particular Rules 2-A-1, 4-A-1, 4-A-4, 4-F-1 and others when it arbitrarily permitted and required C. Guzik, Chief Clerk System Report, 4th Floor North Tower to perform work regularly and routinely assigned to employees headquartered at the 30th Street Mailroom, 2nd Floor South Tower (Reproduction) on Thursday May 6, 1999 from 3:00 pm to 8:36 pm as part of an overtime assignment. The Carrier failed to call and use G. Humes, Lead Material Control Clerk, Mailroom 2nd Floor South Tower, a position that normally and regularly performs the work in question.

- (b) Claimant G. Humes now be allowed 5.36 hours pay at the overtime rate for May 6, 1999 when the Carrier violated the Agreement.
- (c) Claim is presented in accordance with Rule 24 is in order and should be allowed.

**III. Claim is hereby filed in behalf of G. Humes, Claimant.**

- (a) The Carrier violated the TCU/NRPC Northeast Corridor Agreement in particular Rules 2-A-1, 4-A-1, 4-A-4, 4-F-1 and others when it arbitrarily permitted and required C. Guzik, Chief Clerk System Report, 4th Floor North Tower to perform work regularly and routinely assigned to employees headquartered at the 30th Street Mailroom, 2nd Floor South Tower (Reproduction) on Friday May 7, 1999 from 3:00 pm to 7:41 pm as part of an overtime assignment. The Carrier failed to call and use G. Humes, Lead Material Control Clerk, Mailroom 2nd Floor South Tower, a position that normally and regularly performs the work in question.
- (b) Claimant G. Humes now be allowed 4.41 hours pay at the overtime rate for May 7, 1999 when the Carrier violated the Agreement.
- (c) Claim is presented in accordance with Rule 24 is in order and should be allowed.

**IV. Claim is hereby filed in behalf of G. Humes, Claimant.**

- (a) The Carrier violated the TCU/NRPC Northeast Corridor Agreement in particular Rules 2-A-1, 4-A-1, 4-A-4, 4-F-1 and others when it arbitrarily permitted and required C. Guzik, Chief Clerk System Report, 4th Floor North Tower to perform work regularly and routinely assigned to employees headquartered at the 30th Street Mailroom, 2nd Floor South Tower (Reproduction) on Saturday May 8, 1999 from 6:00 am to 4:59 pm as part of an overtime assignment. The Carrier failed to call and use G. Humes, Lead Material Control Clerk, Mailroom 2nd Floor South Tower, a position that normally and regularly performs the work in question.
- (b) Claimant G. Humes now be allowed 10.59 hours pay at the overtime rate for May 8, 1999 when the Carrier violated the Agreement.
- (c) Claim is presented in accordance with Rule 24 is in order and should be allowed.

**V. Claim is hereby filed in behalf of G. Humes, Claimant.**

- (a) The Carrier violated the TCU/NRPC Northeast Corridor Agreement in particular Rules 2-A-1, 4-A-1, 4-A-4, 4-F-1 and others when it arbitrarily permitted and required C. Guzik, Chief Clerk System Report, 4th Floor North Tower to perform work regularly and routinely assigned to employees headquartered at the 30th Street Mailroom, 2nd Floor South Tower (Reproduction) on Sunday May 9, 1999 from 8:00 am to 2:17 pm as part of an overtime assignment. The Carrier failed to call and use G. Humes, Lead Material Control Clerk, Mailroom 2nd Floor South Tower, a position that normally and regularly performs the work in question.
- (b) Claimant G. Humes now be allowed 6.17 hours pay at the overtime rate for May 9, 1999 when the Carrier violated the Agreement.
- (c) Claim is presented in accordance with Rule 24 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 instant case involves a claim on behalf of G. Humes, a Lead Material Control Clerk, Mailroom, 2nd Floor, South Tower, alleging that C. Guzik, Chief Clerk System Report, 4th Floor, North Tower, should not have performed a large reproduction job on an overtime basis. Claimant Humes contends that he should have been assigned the overtime work, since such work is normally and regularly performed in his shop. The Carrier takes the position that it properly assigned C. Guzik to the overtime reproduction work and that the claim is not valid.

The Board has reviewed the record and has considered all of the arguments presented by both parties. As a result of that review, the Board has concluded that C. Guzik was properly assigned the work in question. There are no convincing arguments

presented in the record that convince us that the Carrier violated any terms of the Agreement by assigning the overtime work to C. Guzik.

C. Guzik's job description lists managing multiple printer operation, as well as the delivery and distribution of large volumes of reports to various departments. The Claimant's job description also mentions that he has duties pertaining to reproduction, but the bulk of his duties, as spelled out on the job description, indicate that he is more of a supervisor than a production worker.

The record also indicates that C. Guzik is more senior than the Claimant and that, as a matter of course, performs the tasks she performed on the overtime project on a regular basis during the normal work day.

In the final analysis, the Board concludes that the instant claim has no merit.

**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 20th day of August 2002.**