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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36775
Docket No. CL-37205
03-3-02-3-115**

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-12795)
that:**

- (A) The Carrier violated the Amtrak Northeast Corridor Clerk's Rules agreement, particularly Rule(s) the Extra List, 4-A-4 and 4-A-1 and other rules that may apply when the Carrier failed to work Claimant Debbi Hoeler from working the Desk Clerk position, symbol No. RCK-4 at New York Penn Station on August 11, 2000.**
- (B) Claimant Debbi Hoeler now be allowed eight (8) hours pay at the punitive rate of \$144.64 per day for August 11, 2000.**
- (C) This claim has been presented in accordance with Rule 25 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.

At the time of these disputes, D. Hoeler was working as an Usher at Penn Station, in New York City. On August 11, 2000 the regularly assigned employee of Position RCK-4, Desk Clerk (12:00 P.M. - 8:30 P.M.) in the Customer Service Department in Penn Station, New York City, was promoted to a special assignment. On the date in question, the Carrier blanked Position RCK-4 rather than fill it from the Extra List or by overtime. As a result of the Desk Clerk position being blanked on August 11, 2000, the Claimant filed this claim. She alleged that the Carrier had diverted regularly assigned Desk Clerk position RCK-4 and failed to fill the vacant position by assigning her on an overtime basis.

The Carrier rejected the claim indicating that it did not violate any Rules. The regular Clerk in the Desk Clerk position was performing a special assignment and, as such, it had the right to blank the position. There was no overtime available on the Desk Clerk position on the claim date. Neither the Claimant nor anyone else was called to fill the position.

The Organization argues that the Desk Clerk job at Penn Station is a critical position and the Carrier should be required to fill it and not be allowed to blank a position that is so essential to the operation of the Carrier's business.

The Board studied the record and as a result of that study has concluded that the Carrier did not violate any Rule, regulation, or Agreement clause by blanking the Desk Clerk position on the claim date. The Organization failed to present a persuasive argument in this instance.

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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 29th day of December 2003.