

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26335
Docket Number MS-27257

Paul C. Carter, Referee

PARTIES TO DISPUTE: (Alfred Stone
(
(National Railroad Passenger Corporation (Amtrak)

STATEMENT OF CLAIM:

"Mr. Alfred Stone was employed by AMTRAK as a Ticket Agent working out of the Baltimore, Maryland office from September, 1983 through October 31, 1985 when he was terminated. Mr. Stone, as well as other AMTRAK employees in his classification, worked without a contract from June, 1984, until his termination on October 31, 1985. On April 15, 1986, the new 48-month National Railroad Agreement was ratified. The agreement awarded members a \$565.00 lump sum payment in lieu of a general wage increase retroactive to June, 1984, the date the previous contract expired as well as a 2% general wage increase retroactive to December 1, 1985.

Mr. Stone asserts that he is entitled to the lump sum payment prorated through October 31, 1985, as he was employed by AMTRAK for the greater part of the period involved. He believes that the terms set forth in Article I discriminate against former employees who may have worked as long as 21 months without a contract while permitting renumeration (sic) of the lump sum payment to those who have retired as well as the heirs of those who have expired, but not those who terminated their employment before the date of the payment of the lump sum."

OPINION OF BOARD: The record is clear that the Claim that the Petitioner has submitted to this Board was not handled in the usual manner on the property as required by the Railway Labor Act, Circular No. 1 of the National Railroad Adjustment Board, and the provisions of the applicable Collective Bargaining Agreement. An alleged conversation with a Union Representative does not satisfy the requirements. The Claim must be dismissed as not being properly before the Board.

If the Claim were properly before the Board it would be denied on its merits as the Agreement of April 15, 1986, relied upon, clearly does not provide the benefits being sought by the Claimant. The Board is not authorized to change or amend Collective Bargaining Agreements through the guise of an interpretation.

It is also noted that the Petitioner did not sign the Submission or Rebuttal Statement, as required by Circular No. 1 of the National Railroad Adjustment Board.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

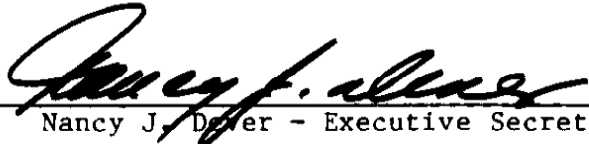
That the Claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of June 1987.