

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 32080  
Docket No. CL-32051  
97-3-94-3-409**

**The Third Division consisted of the regular members and in addition Referee John C. Fletcher 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 (GL-11075) that:**

**It is the claim of the District Committee that the Carrier violated the TCU/NRPC Northeast Corridor Clerical Rules Agreement of July 27, 1976, in particular Rules 1-H, 2-A-1, 4-A-1, 4-F-1, 4-F-2, 5-C-1, Appendix E, Articles 1, 4, 5, 6, 7, 9, Appendix H, Article IV (d) also Penn Central Takeover Agreement of 1973 and past practice and precedent when it allowed, permitted and required employees assigned to a specific clearly defined job category to perform work in a separate distinct job category that was protected by Special Agreement for modification of job duties without the permission of the Organization's General Chairman. The Carrier has attempted to unilaterally realign and co-mingle job descriptions through the issuance of a bulletin change without utilizing collective bargaining.**

**On Thursday, February 7, 1991, the Carrier required and permitted L. Dzuibian Ticket Clerk, Position TC-27 to perform the primary duties of a Baggage Checkman from 6:30 a.m. to 3:00 p.m. at 30th Street Station, Philadelphia, PA. The Carrier failed to call and use K. Eichelberger Baggage Checkman position BC-5 hours of assignment 2:30 p.m. - 11:00 p.m. rest days of Wednesday and Thursday.**

**The work performed accrues regularly and by agreement to Baggage Checkman positions. The Carrier bulletined modified Ticket Clerk Position TC-17, 28, 29 on Bulletin 91-05. The awards dated February 6, 1991, made the above mentioned position effective February 7, 1991. The Organization**

**gave immediate verbal notice to R. O. Denzel, Regional Manager-Labor Relations, Philadelphia and Manager of Stations, R. O'Brien, 30th Street, Philadelphia, PA that the job description changes did not have the approval of the General Chairman.**

**Claim is filed in behalf of K. Eichelberger for eight (8) hours pay at the pro rata rate for February 7, 1991, when the Carrier violated the above-mentioned agreement.**

**Claim is presented in accordance with Rule 7-B-1, is in order and should be allowed.**

**It is the claim of the District Committee that the Carrier violated the TCU/NRPC Northeast Corridor Clerical Rules Agreement of July 27, 1976, in particular Rules 1-H, 2-A-1, 4-1-1, 4-F-1, 4-F-2, 5-C-1, Appendix E, Articles 1, 4, 5, 6, 7, 9, Appendix H, Article IV (d) also Penn Central Takeover Agreement of 1973 and past practice and precedent when it allowed, permitted and required employees assigned to a specific clearly defined job category to perform work in a separate distinct job category that was protected by Special Agreement for modification of job duties without the permission of the Organization's General Chairman. The Carrier has attempted to unilaterally realign and co-mingle job descriptions through the issuance of a bulletin change without utilizing collective bargaining.**

**On Saturday, February 23, 1991, the Carrier required and permitted B. Parker Ticket Clerk, Position TC-28 to perform the primary duties of a Baggage Checkman from 10:00 a.m. to 6:30 p.m. at 30th Street Station, Philadelphia, PA. The Carrier failed to call and use S. Peele Baggage Checkman position BC-3 hours of assignment 6:30 a.m. to 3:00 p.m. rest days of Saturday and Sunday.**

**The work performed accrues regularly and by agreement to Baggage Checkman positions. The Carrier bulletined modified Ticket Clerk Position TC-17, 28, 29 on Bulletin 91-05. The awards dated February 6, 1991, made the above mentioned position effective February 7, 1991. The Organization gave immediate verbal notice to R. O. Denzel, Regional Manager-Labor Relations, Philadelphia and Manager of Stations, R. O'Brien, 30th Street,**

Philadelphia, PA, that the job description changes did not have the approval of the General Chairman.

Claim is filed in behalf of S. Peele for eight (8) hours pay at the pro rata rate for February 23, 1991, when the Carrier violated the above-mentioned agreement.

Claim is presented in accordance with Rule 7-B-1, 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 two claims involved in this docket allege that the Agreement was violated when Ticket Clerks placed baggage check tags on luggage of passengers that they were servicing. The Organization contends that placing tags on checked baggage is work that must be exclusively performed by a Baggage Checkman, and when the Carrier has the task performed by a Ticket Clerk it is co-mingling work without consent of the Organization.

The Carrier does not dispute that the work was done, as alleged by the Organization. However, it argues that tagging items is not Baggage Checkman duties, that is part of the Ticket Clerk's job. The disputed duties performed by the Ticket Clerk in this matter, even if they were Baggage Checkman duties were *de minimis*, and as such would not rise to the level of a violation of the Agreement. Further, the Organization acquiesced to this assignment of duties by Ticket Clerks in the past, and therefore cannot now allege that the Agreement is violated. Moreover, after the bags were tagged by the

Ticket Clerks, they were sent to the baggage room where Baggage Checkmen performed their normal duties. Also, elsewhere on the system Ticket Sellers place baggage checks on customer items when they are checking in the customer, without complaint. Finally, the Carrier says, that even if a violation occurred no penalty should be assessed, as Claimants suffered no loss in pay.

The Organization is the petitioner in this matter. As such it has the burden of establishing, with adequate facts, that the Agreement was violated. In this matter it has not satisfied this requirement. While it is undisputed that on the two occasions mentioned in the Statement of Claim Ticket Clerks placed tags on customers' luggage, it has not been established that this task was reserved exclusively to Baggage Checkman positions under the Agreement.

The Board notes that the Organization cited a plethora of Rules it alleges to have been violated in this matter. However, it merely cited the Rules, but made no attempt to enlighten the Board as to specifically how the violation occurred. Moreover, the record does not contain a single allegation that the complained of work was exclusively performed by Baggage Checkmen, and never by Ticket Clerks as an incidental aspect of their duties. These defects require that the Board issue a denial award in this matter.

### **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 9th day of July 1997.**