

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 35947  
Docket No. CL-36435  
02-3-00-3-691

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-12673) that:

- (1) The Carrier violated the Agreement on Friday, March 19, 1999 when it ordered a Ticket Seller to suspend their normal duties to perform that of another position. In doing so they not only violated the agreement but caused undue pressure and stress on the remaining position left to sell said tickets.
- (2) The Carrier will now be required to compensate Mr. Thomas O'Connell for one day's pay (eight hours) at the time and one half rate of the Cashier's position (\$134.44) for the day in dispute, which he would have worked had the job been filled properly.”

**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 the incident that gave rise to this case Claimant, T. O'Connell was working as a Ticket/Accounting Clerk in the New Haven, Connecticut, District. On March 19, 1999, the regular assigned Cashier at the Providence, Rhode Island, Station was off. The Carrier decided to blank his position for the day (7:00 A.M. to 3:00 P.M.). The Claimant was due to report to work at that location at 1:30 P.M. Ticket Seller C.

Asciolla was also assigned to work at the Providence Station on that day. On at least two occasions, and perhaps three, Ticket Seller Asciolla was directed to close down his ticket selling operation to get change for himself. He was further directed to distribute change on two occasions to all Ticket Sellers. The Organization considered this a violation of the Agreement. The Carrier required another employee to partially perform the duties of a blanked position. The Organization contends that the Claimant should have been called in at 7:00 A.M. on an overlap basis to cover the vacant Cashier position until he assumed his regular duties at 1:30 P.M. The Organization cited a number of Third Division Awards that support the concept that if a job is blanked, as was the case here, no one works it. In this instance, Ticket Seller Asciolla was used to perform some duties belonging to the blanked position. That is inappropriate.

After a complete review of the record, the Board concludes that this claim should be sustained for a call.

#### **AWARD**

Claim sustained in accordance with the Findings.

#### **ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**By Order of Third Division**

Dated at Chicago, Illinois, this 20th day of February, 2002.