

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36385
Docket No. CL-36952
03-3-01-3-564**

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-12769) that:

The Carrier violated the Amtrak-Northeast Corridor Clerks' Rules Agreement on July 19, 2000 when it allowed a "PE" Cashier, of the NY Penn Station Ticket Office, Mr. P. Jannes, who holds Job Symbol No. CH 2, to work overtime before a senior, available, qualified, Ticket Seller was called to work. The hours worked were from 4:00 pm to 8:30 pm. Claimant E. Brenner, now be paid the punitive hourly rate of \$27.12 as a Ticket Agent for four (4) and a half (½) hours on account of this violation on July 19, 2000.

The Carrier violated the following Amtrak-Northeast Corridor Clerks' Rules Agreement on July 19, 2000 when it did not adhere to the following Rule/s and Appendixes as agreed with the T.C.U. Organization:

- * Appendix (E) The Extra List Agreement.**
- * Rule 1 (Scope) specifically paragraph (f) no agreement has been made between the Carrier and the Organization's General Chairman with Amendments to the Collective Bargaining Agreement.**
- * Rule 4-A-1: DAYS WORK AND OVERTIME.**
- * Rule 4-a-4: WORK ON REST DAYS.**
- * Rule 5-E-1: 40 HOURS WORKWEEK.**

And other rules under the Collective Bargaining Agreement. Claimant E. Brenner was senior, available, qualified to work the vacancy, she was not asked and would have accepted the vacancy if asked to. She was not. Claimant E. Brenner now be paid the punitive hourly rate of pay as a

Ticket Agent, (\$27.12) for four (4) and one half (½) hours on account of this violation on July 19, 2000.

This claim has been presented in accordance with Rule 25 (Grievance) from the Off Corridor Clerks Rules Agreement dated June 1998, and should be both allowed and accepted.

Please notify Claimant E. Brenner in what pay period to which the Claim will be paid."

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 claim, Claimant E. Brenner was employed as a Ticket Clerk at Penn Station in New York City. On Wednesday, July 19, 2000, the Claimant completed her regular assignment at 2:00 P.M. She punched out and apparently left the property.

At about 3:30 P.M. on the same day, Ticket Clerks were inundated with airline passengers whose flights had been cancelled at Newark, Kennedy, and La Guardia Airports, due to unexpected severe weather conditions (high winds, thunderstorms, tornado watches and hail). In order to handle this influx of customers seeking tickets on Amtrak trains, the Carrier utilized all available on-duty employees who were qualified to sell tickets. The rush period began at about 3:30 P.M. and ended about 8:00 P.M.. Cashier P. Jannes, as well as every other employee on duty at that time, was held over until 8:00 P.M. to sell tickets. The Claimant had punched out at 2:00 P.M. The Carrier had no way of contacting her at the time the rush began. The Claimant, however, filed a claim requesting four and a half hours at the punitive rate (the four and one half hours' PE Cashier Jannes had worked at the overtime rate), because Jannes was less senior than the Claimant. She argued that Jannes worked overtime and she didn't. He was less senior than she and that constitutes a Contract violation.

The Board has reviewed the record and studied the pertinent Agreement language. As a result of that review, the Board concludes that the Carrier acted in a reasonable manner when it required all available employees to remain on duty to 8:00 P.M. in order to handle the unexpected rush of customers. No Agreement clauses were violated and no employees were harmed by the situation. The Claimant punched out before it became apparent that extra help was required. The Carrier in this instance had no requirement to search out the Claimant to find out if she was available for work. The Carrier acted in a reasonable manner in handling the situation.

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 18th day of February 2003.