

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 39934
Docket No. MS-40544
09-3-NRAB-00003-080221**

The Third Division consisted of the regular members and in addition Referee Martin H. Malin when award was rendered.

**(Jerry Nichols
PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation (Amtrak)**

STATEMENT OF CLAIM:

- “1. I, Jerry Nichols was terminated with no representation under Rule # 35. Then I asked for a copy of my paperwork and it is now Rule #024. I was contracted to Amtrak from Southern Pacific for six years. After 6 years we were suppose to have the option of returning to Southern Pacific providing they had a job opening for us. That option was never offered nor presented to us. The union rep. Nor the personnel office of Amtrak did not make any effort to give me the information on how to return to Southern Pacific after my six years had expired.**
- 2. August 21, 1981. I went to a hearing and the union Rep Frank Johnson said his hands were tied. I had permission to make a phone call to the hospital, to check on my sick grandmother. The train had been sitting there for over two hours. As I stepped into the phone booth the train left. James Moody had given me permission. I caught the train to make the return trip back to Los Angeles. After the hearing I was given three months on the ground. Rep. Frank Johnson advised me to wave my rights because they might terminate me or give me six months on the ground.**
- 3. Aug. 1981 I asked the union Rep. Frank Johnson did we have an option to join the Brac's and fireman's union or the**

maintained union these were labor unions. Frank Johnson said that allied Service Division assumed jurisdiction of local #546. Brac was a supervisor clerk union. I was # 1 waiter and Washington sent an agreement that superseded any and all agreements. They selected people of their choice. Feb. 4, 1982 I received a notice for a formal investigation that was cancelled do to false statements. The date of my hearing was May 25, 1982. I returned to work on May 28, 1982 and May 27, 1982 we received our new contract stating that we were to get an 18% pay raise over 39 months and freight and a little more than 30% we were not given the opportunity to vote as stated in my transcript. I also did not sign any paperwork to give them power of attorney saying that I understand and I further understand. As I stated in my transcript and I still don't understand what it was all about. I was terminated on June 3, 1982. Who is responsible for me Southern Pacific or National rail passenger corp. after my six years had expired? I never received the money that was owed to me from Southern Pacific nor any retroactive pay when I was terminated."

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 claim protests actions that allegedly occurred in 1982. The claim was not filed until 2008. On its face, the claim is grossly untimely and must be denied.

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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 31st day of August 2009.