

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 32008  
Docket No. CL-31924  
97-3-94-3-293**

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. 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 Brotherhood (GL-11048) in behalf of Edward Bunda that:**

- (a) On June 11, 1992, (BRAC-TCU Bulletin #92-24) a Permanent Position of Fair TD (Train Director) 3:00 p.m. to 11:00 p.m. was advertised for bids.**
- (b) Mr. Edward Bunda submitted a bid for that position.**
- (c) Mr. Edward Bunda was denied the position and the Carrier awarded position on June 18, 1992, bid sheet (BRAC-TCU Bulletin #92-25) to junior employe (C. Taylor).**
- (d) The Organization requests that the Carrier remove the junior employe (C. Taylor) and compensate Mr. Edward Bunda for any loss that might have occurred for not being properly awarded the Fair Train Director Position.**
- (e) The Organization demands that Mr. Edward Bunda be placed on Fair Train Director Position immediately.**
- (f) This is a violation of Rule 1-B-1 (Bulletining and Awarding of positions).**
- (g) Claim is for violation of Rule 5-A-1 (Claims for compensation)."**

**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 Statement of Claim as provided by the Organization does not reflect the actual current status of this dispute. The original claim concerned the denial of the Claimant's bid for a Train Director position.

Upon final on-property review of the claim, the Director, Labor Relations wrote to the General Chairman in pertinent part as follows:

**"... [The Claimant's] bid for Fair Tower should have been allowed.**

**Our review of the record reveals insufficient evidence to prove claimant was paid for learning the Union Tower position on June 10, 1992. For that reason alone, your claim is sustained. He will be compensated for any loss of pay that might have occurred for not being awarded the Fair Tower job on June 18, 1992."**

The Claimant was thereupon granted the bid position. It became the Organization's responsibility to specify any remaining remedy sought on the Claimant's behalf. The Vice General Chairman then set forth the following as proposed remedy:

**"We feel the Claimant is due compensation, according to our Agreement, for being held off trick. The position he was illegally held on at Union Tower was third trick, 11:00 p.m. to 7:00 a.m., position he should have received through his bid at Fair Tower was second trick, 3:00 p.m. to 11:00 p.m. In addition to that his days off were different, at Union Tower**

he had off Thursday and Friday, at Fair Tower he would have had Sunday and Monday as his rest days. He was forced to drive additional miles to and from work. All this should be in your computation as to any loss that did occur account of this violation of our Agreement."

The Carrier stated, without contradiction, that it could not be demonstrated that the Claimant's wage payments would have been higher in the bid position than in the position he continued to hold. The Board finds no basis to determine any actual loss by the delay in granting the Claimant different rest days in the bid position. Further, there is no proof as to any actual monetary loss in the Claimant's commuting expenses, and it is doubtful this would be a legitimate item for remedy in any event.

In sum, the Organization has not met its burden to show that further remedy is required. The Award will therefore dismiss those portions of the claim which the Carrier has already settled and will deny those portions which seek additional compensation.

### **AWARD**

Claim (a), (b), (c), (e) and (f) dismissed.

Claim (d) and (g) 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 6th day of May 1997.**