

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30191
Docket No. CL-30283
94-3-92-3-25

The Third Division consisted of the regular members and in addition Referee Gerald E. Wallin when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union)
(Chicago and North Western Transportation Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Organization (GL-10648) that:

1. Carrier violated the effective agreement when on various dates as set forth below it required Clerk P. Axt to train another employee on various dates as set forth below and failed to compensate him the additional thirty (30) minutes' pay contractually provided for employees who perform such training service;
2. Carrier shall now compensate Mr. Axt an additional thirty (30) minutes' pay for each of dates July 3, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, August 7, 8, 9, 10, 11, 14, 15, 16, 17 and 18, 1989."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

Prior to the dates claimed, Claimant was an incumbent Chief Clerk, Position 201, at Milwaukee, Wisconsin. The Chief Clerk position included training responsibilities. Effective June 26, 1989, Claimant was displaced by a more senior employee.

Thereafter, Carrier required Claimant to train the senior employee in the Chief Clerk duties.

The parties' Agreement contains the following Rule 8(h):

"Employees, other than those whose regular duties include training, assigned to train any person will receive an additional thirty (30) minutes pay at the pro rata rate for such training."

The Organization's position is that Claimant was no longer the incumbent of a position "whose regular duties include training" after June 26, 1989. As a result, it maintains Claimant was entitled to the extra training pay.

The Carrier's position is that Claimant remained an incumbent of the Chief Clerk job until the senior employee became qualified.

Neither party provided specific evidence or prior precedent in support of its position. As a result, we are left with having to decide between diametrically opposed positional assertions. In such case, we must deny the Claim for failure to sustain the burden of proof. Our review of the on-property record, however, reveals an additional reason to support this result. The Claim comprises five separate Time Reports, signed by Claimant, each covering a portion of the dates claimed. Each of these reports identifies Claimant as occupying Position Title "CH. CLK." and Job Number "201" after June 26, 1989. This, of course, is inconsistent with the Organization's position on the Claim and is congruent with the Carrier's position.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:



Linda Woods - Arbitration Assistant

Dated at Chicago, Illinois, this 26th day of April 1994.