

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISIONAward No. 31464  
Docket No. CL-32095  
96-3-94-3-497

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

(Transportation Communications International  
( Union  
PARTIES TO DISPUTE: (  
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: "Claim of the System Committee of the  
Organization (GL-11090) that:

1. Carrier violated the TCU Agreement, expressly, Memorandum of Agreement, Training and Retraining Clerical Employees October 18, 1989 and Memorandum of Agreement, Seniority District and Roster Consolidation of October 18, 1989 when it failed to train Employees in seniority order to perform duties relating to jobs for which the TRRA was in need of qualified employees.

2. Carrier shall now be required to provide training with pay to Claimant Ms. A.R. French, as provided by Memorandum of Agreement of October 18, 1989 and related Letter of Understanding of Seniority District and Roster Consolidation."

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 waived right of appearance at hearing thereon.

Claimant was employed by the Carrier on May 25, 1973. On October 18, 1989 the Carrier and the Organization entered into an agreement to consolidate the various seniority rosters into one Master Roster. At the same time the parties signed a Training Agreement.

On August 28, 1993 Claimant filed a claim for training with pay in accordance with the October 28, 1989 Training Agreement. The Organization progressed the claim to this Board. The remedy it seeks is to require the Carrier to train the Claimant, yet, it does not cite a provision of the Agreement which requires the Carrier to do so.

The Carrier argues that it has the sole right to determine if, who, and when employees will be trained under the terms of the Agreement.

The Organization has the burden to prove the Carrier violated the Agreement. The record is void of any such proof. The Carrier has not violated the Agreement.

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 25th day of April 1996.