

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 33498  
Docket No. CL-34688  
99-3-98-3-355**

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

(Transportation Communications International Union  
**PARTIES TO DISPUTE:** (  
(Springfield Terminal Railway Company

**STATEMENT OF CLAIM:**

“Claim of the system committee of the Organization (GL-12036) that:

(a) This claim is filed on behalf of Mr. Richard Knox, TSR, North Billerica, MA. This claim is for four days, June 30 through July 3, 1997, at the rate of eight hours at time and one-half, as well as car mileage 80 miles one way, 160 miles per day, for 640 miles total.

(b) The Carrier violated the Agreement when it refused to cover 0600 Clerk's position at East Deerfield Yard after Mr. Knox requested to cover the 5 day vacancy created by Mr. J. Fowler's vacation.

(c) The Rules violated are 11.1, 11.4, 21.1, 21.3 and all other rules of the Agreement.

(d) This claim is valid and must 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.

The Carrier's position of Transportation Services Representative at East Deerfield was vacant due to a scheduled vacation of the incumbent of the job. Claimant had made application to fill the vacancy. The Carrier elected to blank the job.

The Organization filed this claim for the Claimant. Rule 21.1 deals with the filling of temporary vacancies, which reads:

"21.1 When the Carrier elects to fill vacancies of five (5) working days or more but less than thirty (30) working days duration, including vacation absences of five (5) working days or more, the senior qualified employee making written application will be so assigned, provided undue impairment is not caused to the service (e.g., the inability to fill behind the senior employee making application)."

Carrier argues that it does not have to fill the vacancy and that even if it did fill the job, there was nobody available to fill the Claimant's job; a fact the Organization did not dispute.

The Organization has failed to meet its burden that the Agreement was violated.

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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 22nd day of September 1999.**