

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36024
Docket No. CL-36701
02-3-01-3-238**

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

PARTIES TO DISPUTE: (Transportation Communications International Union
(National Railroad Passenger Corporation (Amtrak))

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-12731) that:

- (1) Carrier violated the Agreement on Saturday, September 4, 1999 and again on Monday, September 6, 1999 when it failed to call an employee from an extra list after making numerous calls to fill these particular regular positions from their first call list.**
- (2) Carrier shall now be required to compensate Evelyn Thrum for three (3) separate vacancies.**
 - (a) Saturday - September 4, 1999 - TC633 was available and according to the call sheet (Attached, exhibit "A") fifteen (15) employees were called and asked to fill this vacant position, and did not accept. Claimant, Ms. Thrum, was available and had both told the supervisor (D. Stoick) verbally and in writing she wanted extra work when her seniority prevailed. Claimant had to put it in writing according to the rules because she is at this time working a position in another extra board territory and only allowed to work this particular Board after Carrier exhausts their primary list of employees (from their own board). The compensation for this vacancy shall be at the time and one-half rate of a ticket clerk position (140.16) for Saturday, September 4, 1999, which Claimant, E. Thrum, would have received had she been properly called.**
 - (b) Saturday - September 4, 1999 - JN623 - was available and according to the call sheet (Attached as exhibit "B") eleven (11) employees were called and asked to fill this vacancy, none accepted as is clearly shown with the evidence provided. Carrier will now**

compensate E. Thrum for this vacancy at the time and one-half rate of a Janitor's position (114.24) for Saturday, September 4, 1999, which she would have received had she been properly called.

- (c) Monday - September 6, 1999 - TC642 - was available and according to the call sheet (Attached, as exhibit "C") five (5) employees were called and asked to fill this vacancy, it appears one employee accepted the position and then withdrew (name is crossed out). Carrier will now compensate E. Thrum eight (8) hours pay at the time and one-half rate of a ticket clerk (140.16) for Monday, September 6, 1999, which she would have received had she been properly called."

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.

Claimant Thrum worked as a Clerk in Providence, Rhode Island. She transferred to a position in Boston, Massachusetts. Prior to her departure to Boston, she informed local supervision in writing that she would like to remain on the overtime list for the Providence and Kingston Stations. On October 24, 1999, a claim was filed by the Claimant alleging that she had been bypassed for three possible vacancies on September 4 and one on September 6, 1999. The claim was denied at all levels on the property and was placed before this Board for resolution.

The Board reviewed the record and has concluded that each of the positions alleged by the Claimant that she should have been called for were filled by the Providence incumbents. A dispute arose over the issue of the Carrier not supplying the Organization with Force Sheets so that it could check the work status of each of the incumbent employees whom the Carrier claimed had worked the jobs in question. The Carrier never supplied the records requested. The Board is of the opinion that cooperation with the Organization on this issue would have been more desirable than

what took place. In the final analysis, however, a claim such as this is the Organization's obligation to prove. It has not done so in this instance.

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 21st day of May, 2002.