

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32875
Docket No. CL-33596
98-3-97-3-16**

The Third Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (
(Transportation Communications International Union
(CSX Transportation, Inc. (former Chesapeake and
(Ohio Railway Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-11675) that:

Claim No. 1:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant D. BAUR, ID No. 607225, eight (8) hours punitive at the daily rate of \$112.40, because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-16-93.**

Claim No. 2:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General**

Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant D. BAUR, ID No. 607225, eight (8) hours punitive at the daily rate of \$112.40, because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-7-93.

Claim No. 3:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant L. MC CARTHY, ID No. 193532, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-8-93.

Claim No. 4:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant L. MC CARTHY, ID No. 193532, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-81 11-9-93.

Claim No. 5:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant J. BAHNSEN, ID No. 193472, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-10-93.

Claim No. 6:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant J. BAHNSEN, ID No. 193472, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-11-93.

Claim No. 7:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant D. BAUR, ID No. 607225, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-13-93.

Claim No. 8:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant D. BAUR, ID No. 607225, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-14-93.

Claim No. 9:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant J. BAHNSEN, ID No. 193472, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-15-93.

Claim No. 10:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant G. SHREWSBERY, ID No. 193531, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-16-93.

Claim No. 11:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant G. SHREWSBERY, ID No. 193531, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-17-93.

Claim No. 12:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant J. BAHNSEN, ID No. 193472, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-18-93.

Claim No. 13:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4PM-12M 11-19-93.

Claim No. 14:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant D. BAUR, ID No. 607225, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-20-93.

Claim No. 15:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant D. BAUR, ID No. 607225, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-21-93.

Claim No. 16:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant G. SHREWSBERY, ID No. 193531, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-22-93.

Claim No. 17:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant J BAHNSEN, ID No. 193472, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 11-23-93.

Claim No. 18:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant R. SAFFLE, ID No. 193483, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-24-93.

Claim No. 19:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-27-93.

Claim No. 20:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-28-93.

Claim No. 21:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-29-93.**

Claim No. 22:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant R. GERRARD, ID No. 607222, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-30-93.**

Claim No. 23:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,**

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 12-1-93.

Claim No. 24:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 12-2-93.

Claim No. 25:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 12-3-93.

Claim No. 26:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant L. MC CARTHY, ID No. 193532, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P70-317 with assigned hours of 12M-8A 12-5-93.

Claim No. 27:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-6-93.

Claim No. 28:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-7-93.**

Claim No. 29:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant G. KEEFER, ID No. 189376, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-8-93.**

Claim No. 30:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,**

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-10-93.

Claim No. 31:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-10-93.

Claim No. 32:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant C. FOGEL, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-11-93.

Claim No. 33:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-11-93.

Claim No. 34:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant G. KEFFER [sic], ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-13-93.

Claim No. 35:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant J. BAHNSEN, ID No. 193472, eight (8) hours punitive at the daily rate of \$112.40 because the Carrier blanked Position 4P70-217 with assigned hours of 4P-12M 11-12-93.**

Claim No. 36:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.**
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-12-93.**

Claim No. 37:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,**

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-14-93.

Claim No. 38:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-15-93.

Claim No. 39:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant C. FOGEL, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-16-93.

Claim No. 40:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-16-93.

Claim No. 41:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-17-93.

Claim No. 42:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-17-93.

Claim No. 43:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant C. FOGEL, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-18-93.

Claim No. 44:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-18-93.

Claim No. 45:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-20-93.

Claim No. 46:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-21-93.

Claim No. 47:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. SAFFLE, ID No. 193483, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-22-93.

Claim No. 48:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. SAFFLE, ID No. 193483, eight (8) hours punitive at the daily rate of \$127.21 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-23-93.

Claim No. 49:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant C. FOGUZ, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-23-93.

Claim No. 50:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant C. FOGUZ, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-30-93.

Claim No. 51:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville,

Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant C. FOGUZ, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 12-1-93.

Claim No. 52:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant C. FOGUZ, ID No. 194062, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 12-2-93.

Claim No. 53:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.

- B. The Carrier will allow Claimant G. KEEFER, ID No. 189434, eight (8) hours punitive at the daily rate of \$121.97 because the Carrier blanked Position 4P68-125 with assigned hours of 8A-4P 11-9-93.

Claim No. 54:

- A. The Carrier violated the terms and conditions of the Memorandum Agreement Signed March 1993, concerning the transfer and consolidation of work to Jacksonville, Florida, and Rules 12, 35, as well as others, of General Agreement No. 10, and Appendix A of the Local Overtime Agreement, when they failed and/or refused to fill vacant positions created by the C&O Employees being relocated to the Customer Service Center in Jacksonville, Florida.
- B. The Carrier will allow Claimant R. BLAIR, ID No. 612522, eight (8) hours punitive at the daily rate of \$142.78 because the Carrier blanked Position 4P68-126 with assigned hours of 4P-12M 11-9-93."

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.

This case consists of 54 claims brought by nine Claimants covering various dates between November 6 and December 5, 1993. All Claimants are employees at Walbridge,

Ohio. Each claim alleges that the Carrier should have called Claimant to fill a position that was temporarily vacant because the incumbent of the position was undergoing training in Jacksonville, Florida. The Carrier contended that it could properly blank the positions especially since the incumbents were under pay and working (training) elsewhere on its system on all claim dates.

The Carrier's Project VISION concerned, among other subjects, the relocation of certain agency/data work from field offices to a centralized facility in Jacksonville, Florida. On March 4, 1993, the Organization and the Carrier entered into a New York Dock Implementing Agreement covering the transfer of work and employees from several field locations, including Walbridge, to Jacksonville. Attachment A to the Implementing Agreement set December 5, 1993 as the effective date for transferring work and employees from Walbridge to Jacksonville. Section 9(a) of the March 4, 1993 Implementing Agreement obligated the Carrier to provide those successful applicants, who were being transferred from Walbridge to Jacksonville, with certain training as follows:

"Employees assigned to positions under this agreement will be provided sufficient training, pursuant to the program already in existence at the Customer Service Center in advance of, and prior to, actual on-the-job assignment consisting of up to four weeks in a classroom environment unless otherwise agreed. Some additional training may be extended to certain employees. Additionally, it is understood any applicant who possesses the minimum skills will be given an opportunity to complete the classroom training course."

Because employees relocating to Jacksonville would be trained at Jacksonville prior to the actual transfer of work and employees, work remained to be accomplished at the field locations. In Section 10 of the March 4, 1993 Implementing Agreement, the parties concurred that the Carrier could use Customer Service Specialists to perform the clerical functions normally performed by those employees who were being trained for positions in the centralized Customer Service Center at Jacksonville. Section 10 the March 4, 1993 Implementing Agreement provides:

"Employees assigned to Customer Service Specialist positions in the Customer Service Center may be used at those locations where the project is being implemented to provide service and perform Customer Service

and Transportation Service Center clerical functions while the clerical employees normally performing those functions who are successful applicants for positions in the Customer Service Center are being trained for the positions in the Customer Service Center prior to implementation of a particular location.”

On the same date that they executed the March 4, 1993 Implementing Agreement, the parties entered into a Memorandum of Agreement, commonly referred to as the “Specialist Agreement,” permitting the Carrier to establish 17 Customer Service Specialists (traveling) positions headquartered at Jacksonville. One of the primary purposes of a traveling Customer Service Specialist was to provide relief for field employees in training. More specifically, Section 8 of the March 4, 1993 Specialist Agreement states:

“Incumbents of the positions set forth herein may be assigned, subject to seniority, if possible, by the Carrier, to assist in the progressive implementation of the work transfer to the CSC by traveling to those locations where the project is being implemented in order to provide service and perform Customer Service and Transportation Service Center clerical functions while those clerical employees normally performing those functions who are the successful applicants for positions in the Customer Service Center at Jacksonville, are being trained for the positions in the new operation prior to implementation of a particular location.”

Section 12 of the same Agreement reads:

“(a) Employees assigned to perform line-of-road service pursuant to this agreement will assume the hours and days of assignment of the position on which they are furnishing relief while the incumbent of that position is in training.

(b) A Customer Service Specialist assigned to perform this relief work on a line-of-road position shall, once displaced by an employee at a location due to job abolishments or other reduction in force, immediately return to the CSC in Jacksonville, unless otherwise needed for relief service pursuant to this Agreement.”

From approximately September 24 through December 5, 1993, the Carrier prepared to implement the transfer of work and employees from Walbridge. During this transition or phase-in period, the incumbents of many Customer Service, Agency and Transportation Service positions at Walbridge spent considerable time undergoing training in Jacksonville. Pursuant to both the March 4, 1993 Implementing Agreement and the March 4, 1993 Specialist Agreement, the Carrier frequently used Customer Service Specialists to perform the functions that otherwise would have been performed by the employees in training.

On most of the claim dates, the Carrier experienced a shortfall of traveling Customer Service Specialists vis-à-vis the number of Walbridge positions left unfilled because the incumbents were being trained in Jacksonville. On those shifts where the number of unfilled positions exceeded the number of available traveling Customer Service Specialists, the Carrier elected not to fill the positions because local supervision deemed that it had a sufficient workforce to accomplish the clerical functions of all regular incumbents who were in training at Jacksonville.

In these claims, the Organization submits that where the Carrier did not have a traveling Customer Service Specialist to fill a position vacated by an incumbent in training, the Carrier was required to fill the position in accordance with Rule 12 (Zoned Extra Boards) and Rule 35 (Working Overtime) of the Agreement. In other words, the Organization charges that the Carrier could not blank the positions unless no employee was available to fill the temporary vacancy as specified by Rule 42.

After carefully perusing the record, the Board concludes that the Carrier remained obligated to comply with the Rules for filling temporary vacancies when it did not or could not take advantage of its right to first fill a Walbridge temporary vacancy with a traveling Customer Service Specialist.

The March 4, 1993 Implementing Agreement and the supplemental Specialist Agreement vested the Carrier with the discretion to fill a temporary vacancy created by the incumbent undergoing training in Jacksonville with a special employee called a traveling Customer Service Specialist. This permitted the Carrier to insure that field clerical work would be performed, in the absence of the incumbent, by fully qualified individuals without the need to call an employee on overtime. Section 12(a) of the March 4, 1993 Specialist Agreement contemplated that the traveling Customer Service Specialist would relieve a "position" when the Specialist was assigned to perform line-of-

road service. Similarly, Section 12(b) refers to the Specialist being assigned “. . . to perform this relief work on a line-of-road position. . . .” The Specialist Agreement thus envisioned that the traveling Customer Service Specialist was going to fill a position. This language fits with the language in Rules 12 and 35 of the basic Agreement. Stated differently, the parties developed an additional step that the Carrier could utilize to fill Walbridge temporary vacancies before filling the vacancy in accordance with the basic Agreement.

Nothing in the Specialist Agreement served to annul the basic Agreement. The Specialist Agreement only preempted the schedule Rules by creating an optional, permissive step whereby the Carrier could utilize a special class of employee called “traveling Customer Service Specialists” before it had to follow Rules 12 and 35 of the basic Agreement. Indeed, the Board studied the two March 4, 1993 Agreements and we do not find any language that even suggests that the parties intended to supersede or completely eliminate Rules 12 and 35 of the basic Agreement for purposes of filling temporary vacancies at Walbridge.

It is true, as the Carrier asserts, that because the incumbents were undergoing training and were receiving compensation the temporary vacancies were created under unique circumstances. However, the parties dealt with the uniqueness of this situation by adding a tier or step to the process for filling temporary vacancies in recognition of the unusual manner in which the temporary vacancies arose.

Therefore, on those shifts when the Carrier found that it had an insufficient number of traveling Customer Service Specialists to fill all temporary vacancies arising on Walbridge clerical positions, it was obligated to then call employees to fill temporary vacancies pursuant to Rules 12 and 35. It was relieved of this obligation only on those shifts when no employee was available to fill the vacancy.

The record reflects that several of the claims must be dismissed or denied because they refer to nonexistent positions or have a major defect. First, the record reflects that Claims Nos. 1 and 10 are duplicative. They cover the same position (4P70-317) for the same shift (12:00 A.M. to 8:00 A.M.) for the same date (November 16, 1993). We will sustain Claim No. 1 and to prevent a duplicative claim, the Board dismisses Claim No. 10.

The Carrier asserted that Position 4P68-126 is a nonexistent position at least on the 4:00 P.M. to 12:00 A.M. shift. The Organization failed to refute the Carrier's representation. Therefore, the 17 claims pertaining to the illusory 4P68-126 position on the swing shift are denied. Those are Claim Nos. 13, 19, 25, 27, 31, 33, 34, 36, 40, 42, 44, 45, 49, 50, 51, 52 and 54.

Next, the record reflects that on Friday, November 12, 1993 the Carrier was not obligated to fill Position 4P70-217 because that day was a rest day for the position. Therefore, Claim No. 35 is also denied.

After these exclusions, the remaining 35 claims are sustained.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 21st day of October 1998.