

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 38102
Docket No. CL-38510
07-3-04-3-514

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(CSX Transportation, Inc.)

STATEMENT OF CLAIM:

“Claim of the System Committee of the TCU (GL-13061) that:

Claim No. 1

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 1, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 2

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 2, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 3

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 3, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 4

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 4, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 5

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 5, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 6

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 6, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 7

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 7, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 8

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 8, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 9

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 9, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 10

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 10, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 11

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 11, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 12

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 12, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 13

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 13, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 14

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based pay for June 14, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 15

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior

employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 15, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 16

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 16, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 17

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 17, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 18

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 18, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 19

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 19, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 20

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 20, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 21

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 21, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 22

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 22, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 23

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 23, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 24

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 24, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 25

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 25, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 26

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 26, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 27

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 27, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 28

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 28, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 29

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 29, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 30

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for June 30, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 31

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 1, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 32

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 2, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 33

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 3, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 34

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 4, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 35

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 5, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 36

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 6, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 37

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 7, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 38

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 8, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 39

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 9, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 40

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 10, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 41

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 11, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 42

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked

on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.

- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 12, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 43

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 13, 2003.
- c. Claimant was qualified and available and should have been called to work this position.

- d. This claim has been presented in accordance with Rule 45 and should be allowed.

Claim No. 44

- a. The Carrier violated the TCU/CSXT North Clerical Rules Agreement effective June 1, 1999, particularly, Rules 18, 24, 40 and other Rules, when it failed to allow the claimant Niedziela to continue on his displacement of Position #R-5, Stevedore at the Selkirk Auto Terminal. Claimant was properly displaced by senior employee S. Pascuzzi on Position #4b02-999, Wednesday, March 26, 2003. Claimant displaced and worked on the Stevedore position on Friday March 28, 2003. Senior employee Pascuzzi worked on the displaced position 4b02-999 on Wednesday March 26, 2003 and had properly displaced Claimant in accordance with the rules.
- b. Claimant Niedziela now be allowed eight (8) hours pay based on his EMR or WGR, whichever is greater and (8) hours punitive pay for July 14, 2003.
- c. Claimant was qualified and available and should have been called to work this position.
- d. This claim has been presented in accordance with Rule 45 and should be allowed.”

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, with the exception of the dates involved, is essentially identical to the matter dealt with in Third Division Award 38060. For the reasons set forth in detail in that Award, the instant claims are denied.

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 February 2007.