

ARBITRATION UNDER SECTION 4

NEW YORK DOCK II, APPENDIX III

THE CHESAPEAKE AND OHIO RAILWAY COMPANY)	
)	
and)	
)	
SEABOARD SYSTEM RAILROAD)	
)	
vs.)	
)	
BROTHERHOOD RAILWAY CARMEN OF THE UNITED)	
STATES AND CANADA)	ICC FINANCE DOCKET
(South Louisville Shop,)	NO. 28905
Louisville, Kentucky))	(Sub. No. 1)
)	
vs.)	
)	
BROTHERHOOD RAILWAY CARMEN OF THE UNITED)	
STATES AND CANADA)	
(Raceland Car Shop,)	
Raceland, Kentucky))	
)	

OPINION AND AWARD

HERBERT L. MARX, JR., ARBITRATOR

APPEARANCES

For the Organization:

William G. Fairchild, General Vice President

Gerald Gray, General Chairman, Seaboard

Robin T. Utter, General Chairman, C&O

For the Carrier:

L. W. Evans, Senior Manager, Labor Relations

Patricia A. Madden, Assistant Manager, Labor Relations

O P I N I O N

This is an arbitration proceeding pursuant to the provisions of the New York Dock Labor Protective Conditions (under Article I, Section 4), imposed by the Interstate Commerce Commission in Finance Docket Number 28905.

The dispute involves the announced intention of the Seaboard System Railroad (formerly L & N Railroad Company) to discontinue performing certain freight car air brake work at South Louisville Shops, Louisville, Kentucky, under an L & N Agreement and to transfer and coordinate such work with that now being performed by the Chesapeake and Ohio Railway Company at Raceland Car Shop, Raceland, Kentucky. Specifically, the work involves duties performed by Triple Valve Repairmen, represented by the Brotherhood Railway Carmen of the United States and Canada.

A conference was held on June 12, 1984 at Jacksonville, Florida, to determine conditions under which such work would be performed. Discussions were continued on August 6-7, 1984, but no accord on an implementing agreement was reached. As a result, the Carriers served notice on August 27, 1984 of their intent to arbitrate the dispute pursuant to New York Dock Conditions. While arrangements for such arbitration were going forward, the parties again met, without success, to reach agreement on matters in dispute.

As a result the Arbitrator was selected by the parties to hear and resolve the dispute as provided in New York Dock, Article I, Section 4. Hearing was held in Baltimore, Maryland on November 1, 1984. The parties were given full opportunity

to present oral and written argument at the hearing.

In brief, the dispute concerns the elimination of 24 positions at South Louisville and the establishment of 17 new positions at Raceland for the performance of freight car air brake work on a coordinated basis with employees already at Raceland.

While there is accord in general as to the work transfer, there remains in dispute two specific matters: (1) the seniority conditions under which Triple Valve Repairmen from South Louisville shall be integrated into the C&O shop at Raceland; and (2) the question of the right of the employees from South Louisville to retain the terms of their L&N agreement upon such transfer, as contrasted with their inclusion under the C&O Agreement covering other employees at Raceland. In particular as to the second question, the transferring L&N employees seek to retain long-standing negotiated separate seniority rights as Triple Valve Repairmen.

In this dispute, there are three contending views for the Arbitrator's consideration.

South Louisville Carmen Position

The Triple Valve Repairmen at South Louisville ("Louisville Carmen") seek to carry forward to Raceland the special seniority status established by agreement as of February 1, 1938, reading as follows:

The-repairing of air brake equipment for cars and locomotives has been discontinued at all shops on the system and a new subdepartment has been established at South Louisville Shop for the purpose of making repairs and returning such equipment to the outlying points. With the establishment of the new air brake repair shop it is essential that it be made a sub-department of the car department (the same as that of the Cabinet Shop, Planing Mill, Paint Shop, Coach Shop and all others in the Car Department) with the employees assigned to this work retaining seniority only in the air brake sub-department. To create this sub-department and thus end the numerous complaints arising from filling positions of passenger and freight car air brake equipment replacement, the following agreement has been reached and will govern the handling of this question:

1. A separate seniority roster will be provided for the new air brake sub-department. the carmen who are transferred to this sub-department, not later than January 31, 1938, will be listed on the seniority roster in the order of their dating as shown on the rosters for shops 13 and 14.

2. Carmen who accept positions in the air brake sub-department will forfeit all rights, including their helpers seniority rights, in shops 13 and 14. . . .

This is now encompassed in the L&N Agreement, Rule 29, which provides in pertinent part as follows:

At South Louisville Shops the Air Brake Room, Coach Carpenters, Painters, Engine Carpenters, Planing Mill, Cabinet Shop and Plating Shop; and Louisville Terminal Car Department, Roundhouse and Union Passenger Station seniority rosters will be maintained separately as heretofore.

The Louisville Carmen seek continuation of this special status as a means to preserve their pre-existing rights. To insure this, they rely on Article I, Section 2 of the New York Dock Conditions, which reads as follows:

The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

It is the Louisville Carmen's contention that such provision prohibits the Arbitrator from disturbing this special condition.

Raceland Carmen Position

The Carmen at the C&O Shop at Raceland ("Raceland Carmen") propose that the Triple Valve Repairmen transferred from South Louisville should be dovetailed onto the Carmen's seniority roster at Raceland. This implies, of course, no continuation of the special seniority status enjoyed up to now by the Louisville Carmen. The Raceland Carmen argue that only by dovetailing Carmen on a single seniority roster can the coordinated work be assigned "in a fair and efficient manner".

Carriers' Position

The Carriers initially proposed a straightforward dovetailing of seniority for the L&N employees onto the C&O Carmen roster which, as noted above, meets no objection from the Raceland Carmen. The Carriers point out that the purpose of coordinating freight car air brake work at Raceland

is to "realize the efficiencies possible in having the work performed at a centralized location". Were the Louisville Carmen to retain their special seniority status, they could be used, according to the Carriers, only for air brake work, thus limiting the effectiveness of such employees and indeed barring them from other work opportunities. The Carriers state that only by dovetailing seniority and having all Carmen at Raceland under a common seniority roster can the maximum effectiveness be achieved.

In the course of negotiating with the Organization, the Carriers later proposed a modification of their initial stance. This would include dovetailing of seniority but would also give to the Louisville Carmen "prior rights" to Triple Valve Repairmen positions at Raceland. This would give such employees "a preferential right to such . . . positions for the duration of their individual protective period so long as they voluntarily remain on such positions".

Since this variation also did not lead to agreement, the Carriers now take the position that the Arbitrator should adopt the original dovetailing-only proposal (endorsed by the Raceland Carmen).

* * * * *

Before choosing among the alternatives set forth by the parties, the Arbitrator must first address the underlying question raised by the Louisville Carmen. Does Section 2

of New York Dock Conditions, quoted above, require the continuation of the L&N Agreement concerning Triple Valve Repairmen (unless they voluntarily agree otherwise)? There can be no doubt that Section 2 is clear in requiring the continuation of such seniority provisions as part of "pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits". The Arbitrator, however, does not read this provision as broadly as would the Louisville Carmen. The Arbitrator is not called upon to eliminate or alter collective bargaining agreements as they apply to C&O employees or to L&N employees at their present locations. The specific problem under review here concerns only seniority status of Louisville Triple Valve Repairmen as they move into coordinated activity with C&O employees at Raceland. This, however, is directly involved in the sanction given to the Arbitrator by Article I, Section 4 of New York Dock, which states in part:

Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this Section 4.

Put another way, the "rearrangement of forces" cannot avoid consideration of the special seniority status which the Louisville Carmen seek to save harmless. This point is

addressed in the decision of Arbitrator Joseph A. Sickles in Norfolk and Western, Illinois Terminal-Railroad Yardmasters of America-United Transportation Union, ICC Finance Docket 29455. In that award concerning

"consolidation of rosters", Arbitrator Sickles stated:

Turning to the specific transaction involved, the parties are required under Section 4 to negotiate or arbitrate the system for the selection of forces after the closing of the two terminals. The consolidation of rosters based on seniority is one manner of selection, but there is some question as to whether that method is appropriate. The UTU believes it to be inequitable since few of their members have longevity as Yardmasters and would be dismissed or displaced by such an award. The RYA, on the other hand, argues that its contract does not permit the entry of UTU Yardmasters onto its roster and, further, that Section 2 of New York Dock does not permit any changes in the operation of the seniority provisions of its contract, even through the use of Section 4 procedures.

Just as the carriers read Section 4 too broadly, RYA reads it too narrowly. Section 4 speaks very specifically to the efficacy of "an agreement or decision under this section" covering the "assignment of employment made necessary by the transaction." This provision, it seems clear, gives an Arbitrator the authority to design a selection system which may lead to deviations from the systems used prior to the ICC Order. At the same time, the language of Section 4 makes it clear that each system should be designed to fit the facts of the particular case. This standard suggests that the past practices of the parties should be taken into account, but that solutions in other settings should not be followed merely as a matter of course. Although the UTU and RYA have submitted a number of implementing agreements, none involve the issues and problems encountered in this proceeding. Thus, the system fashioned in the Award below has not followed either union's model, but represents the closest approximation to an equitable solution under the circumstances.

The Arbitrator has reviewed the awards cited by the parties concerning the guarantees involved in Article I, Section 2. Many of these concerned efforts by one party (usually a carrier) to eliminate entirely one collective bargaining agreement in favor of another, where two groups of employees are combined; other awards concern more limited circumstances. In this instance, however, the only point of contention as to the L&N Agreement is clearly concerned with force arrangement. As discussed above, this is within the Arbitrator's jurisdiction.

Having found that seniority provisions of L&N Triple Valve Repairmen may properly be considered, the Arbitrator nevertheless is aware of certain special considerations to which the L&N Carmen are entitled. The dovetailing of seniority of the two groups of employees, found to be fully equitable in other circumstances, requires a second look here. L&N Triple Valve Repairmen, as will be seen from their 1938 agreement, not only acquire special rights to freight car air brake repair work; in addition, they give up general Carmen seniority. Thus, employees with long service may, in fact, have only short seniority as Triple Valve Repairmen. Since such is not the case with C&O employees, straightforward dovetailing seniority would have obvious adverse affects on Louisville Carmen.

This was perceived during the negotiations preceding this arbitration, when the Carriers proposed to provide

"prior rights" for Louisville Carmen to triple valve repair work. This may, at first glance, be considered to work adversely to the Raceland Carmen. However, since work is being transferred for the 17 Louisville Carmen from South Louisville, the Raceland Carmen will not necessarily be in a worse position than if such work transfer had not occurred.

The transaction here under review calls for a coordination of identical functions now being performed at two different points. The logic of integrating the work forces into a single seniority group is unavoidable. Use of the dovetailing procedure, with the special "prior rights" provision, follows equitably.

The Arbitrator thus concludes that the most "appropriate" arrangement of forces is not to be found in any of the three positions set before him, but rather is found in that proposal made (and later withdrawn) by the Carriers to include "prior rights". The Award will therefore direct the parties to effectuate the implementing agreement proposed by the Carriers to the Organization on September 26, 1984, subject to the conditions stated in the Award.

A final note: Again during negotiations, certain additional side agreements were offered by the Carriers to cover, on a reassurance basis, certain specific issues. Since these did not lead to a negotiated settlement, the Carriers are correct in stating that they should not be held to such additional provisions. The parties are, however,

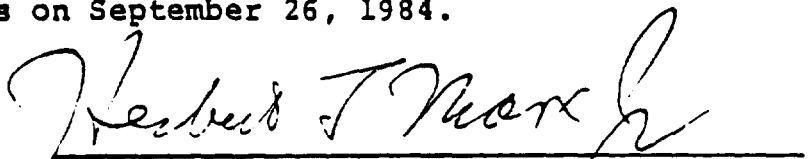
urged to review these proposed agreement letters to determine if any may or should, by mutual agreement, be included in the Implementing Agreement.

Based on all the evidence and argument, the Arbitrator therefore makes the following

A W A R D

The parties shall adhere to the Implementing Agreement as proposed by the Carriers on September 26, 1984, subject only to the following:

Within a period of 30 days following the date of this Award, the parties shall meet to determine if there are any mutually agreeable revisions to the September 26, 1984 proposal, including but not limited to the "side agreements" tentatively proposed during the earlier negotiations. If no agreement is reached on any such changes during the above specified 30-day period, the Implementing Agreement shall be as proposed by the Carriers on September 26, 1984.


HERBERT L. MARX, JR., Arbitrator

New York, N.Y.

Dated: December 5, 1984

IMPLEMENTING AGREEMENT
BETWEEN
THE CHESAPEAKE AND OHIO RAILWAY COMPANY
SEABOARD SYSTEM RAILROAD
AND
THEIR EMPLOYEES REPRESENTED BY
BROTHERHOOD RAILWAY CARMEN OF THE
UNITED STATES AND CANADA

WHEREAS, this transaction is made pursuant to Interstate Commerce Commission decisions in Finance Docket No. 28905, and related proceedings; and

WHEREAS, The Chesapeake and Ohio Railway Company and Seaboard System Railroad (formerly L&N Railroad Company), hereinafter designated respectively as "C&O" and "SBD", gave notice in accordance with Article I, Section 4(a) of the conditions for the protection of employees enunciated in New York Dock Rwy. - Control - Brooklyn Eastern Dist., 360 I.C.C. 60 (1979), hereinafter designated as "New York Dock Conditions," of the intent of the SBD to discontinue performing certain freight car air brake work at South Louisville Shop, Louisville, Kentucky, under L&N Agreements and to transfer and coordinate such work with work now being performed on the C&O at Raceland Car Shop under C&O Agreements; and

WHEREAS, the parties have conferred,

NOW, THEREFORE, IT IS AGREED:

1. The Labor Protective Conditions as set forth in the New York Dock Conditions which, by reference hereto, are incorporated herein and made part hereof, shall be applicable in this transaction.

2. As a result of this transaction, SBD will discontinue performing certain freight car air brake work at South Louisville Shop, Louisville, Kentucky and the SBD carmen positions assigned to perform such work at that location will be abolished. Thereafter SBD's freight car air brake work will be performed by C&O at its Raceland Car Shop, Raceland, Kentucky, and all work at that location accruing to carmen under the provisions of the Collective Bargaining Agreement between C&O and Brotherhood Railway Carmen of the United States and Canada will be performed by employees of the Carmen's Seniority Roster at Raceland Car Shop, Raceland, Kentucky. 1

3. Positions to be established on C&O at Raceland Car Shops, effective with the date of coordination, will be bulletined at SBD South Louisville Shop, for a period of ten (10) days and will accrue first to employees holding assignment on the SBD South Louisville Triple Valve Repairmen Seniority Roster.

4. (a) Upon expiration of the ten (10) day bulletin period, determination will be made of the employees who have bid and who have been awarded a position at Raceland Car Shop. In the event any positions advertised in the coordinated operation at Raceland Car Shop are not filled such positions will be assigned, in reverse order of seniority, to South Louisville Shop employees whose positions are to be abolished and who have not bid on advertised positions in the coordinated operation.

(b) The junior South Louisville Shop employee(s) will be assigned in accordance with Paragraph (a) until the position(s) are either filled or until the employees described in such Paragraph (a) are exhausted.

(c) In the event employees at South Louisville fail to accept positions to which they are entitled at Raceland Car Shop, such unfilled positions shall then accrue to employees currently holding assignment at Raceland Car Shop; then by recall of furloughed employees at Raceland, if any, and then by new hires.

5. (a) Employees accepting positions at Raceland Car Shops on the C&O will have their seniority date, as it appears on the SBD South Louisville Shop Triple Valve Repairman Roster, dovetailed onto the C&O Carman's Roster at Raceland Car Shop upon reporting to work and their name will be removed from the South Louisville Shop Triple Valve Repairman Roster and thereafter such employees will be subject to the C&O Agreement except as provided herein.

(b) Those former SBD Triple Valve Repairmen dovetailed onto the C&O Carman Roster at Raceland shall be designated on the roster with the letter "L" following their names to indicate prior rights to the triple valve repairman (TVR) positions established in the coordinated operation. Thereafter, the former L&N employees so designated shall have a preferential right to such designated TVR positions for the duration of their individual protective period so long as they voluntarily remain on such positions. During the protective period, in the exercise of seniority, C&O Carman cannot exercise seniority to such designated TVR positions as long as they are able to exercise seniority to a carman position held by a junior non-prior right Raceland Carman. Likewise, during their protective period, in the exercise of seniority, the former L&N triple valve repairmen who have prior rights to the designated TVR positions will not be permitted to exercise seniority to a position held by a non-prior right Raceland Carman so long as he can exercise seniority to a designated prior-right TVR position. In the event a former L&N prior right employee is displaced from a TVR position by a C&O Carman in a force reduction, when forces are again increased, the C&O Carman must vacate the TVR position and return to a position available to him and the senior furloughed prior right former L&N employee will be recalled to fill the vacated TVR position.

(c) Where following this procedure results in two (2) or more employees having the same seniority date on the dovetailed roster, their respective positions on the roster will be determined by continuous service standing and then by age, with the oldest first.

6. Following the effective date of this coordination, Article III, Section 3(b) of the June 1979 Upgrading Agreement covering C&O employees is hereby amended for application in Raceland Car Shop to the extent that in no event will an upgraded carman at Raceland Car Shop establish a seniority date on the Raceland Carmen Roster in a position superior to that of a Journeyman Mechanic who established seniority as such prior to the effective date of this coordination.

7. In order that the provisions of the first proviso set forth in Article I, Section 3 of the New York Dock Conditions may be properly administered, such employee determined to be a displaced or dismissed employee as a result of this Agreement, who also is otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements shall, within ten (10) days after notification of his monetary protective entitlement under the New York Dock Conditions, elect between the benefits thereunder and similar benefits under such other arrangement. In the event an employee does not make an election within the ten (10) day period specified herein, he shall be considered to have elected to retain the protective benefits he is presently eligible to receive. This election shall not serve to alter or affect any application of the substantive provisions of Article I, Section 3 of the New York Dock Conditions.

8. (a) Each dismissed employee shall provide either C&O or SBD with the following information for the preceding month in which he is entitled to benefits no later than the tenth (10) day of each subsequent month on a standard form provided by the Carrier:

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such employee worked in other employment, the name and address of the employer and the gross earnings made by the dismissed employee in such other employment.

(b) In the event an employee referred to in this Section 8 is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of his failure to file for such unemployment benefits (unless prevented from doing so by sickness or other unavoidable causes) for purposes of the application of Subsection (c) of Section 6, Article I, of the New York Dock Conditions, they shall be considered the same as if they had filed for, and received, such unemployment benefits.

(c) If the employee referred to in this Section 8 has nothing to report under this Section 8 account of his not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employee shall submit, within the time period provided for in Subsection (a) the appropriate form annotated "Nothing to Report".

(d) The failure of any employee referred to in this Section 8 to provide the information required in this Section 8 shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's receipt of such information from the employee.

9. Nothing in this implementing Agreement shall be interpreted to provide protective benefits less than those provided in the New York Dock Conditions or exclude coverage to those covered by New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated herein by Paragraph 1.

10. For convenience all references to gender in this agreement are made in the masculine gender. It is understood and agreed by the parties to this agreement that references to the masculine gender include both the masculine gender and the feminine gender.

11. The provisions of this Agreement shall become effective upon ten (10) days advance written notice by the C&O and SBD to their respective General Chairmen.


Made at Jacksonville, Florida, this _____ day of _____, 1984.

FOR BROTHERHOOD RAILWAY
CARMEN OF THE UNITED STATES
AND CANADA:

FOR THE CHESAPEAKE AND OHIO
RAILWAY COMPANY:

General Chairman

The Chesapeake and Ohio Railway Company



Senior Manager Labor Relations

SEABOARD SYSTEM RAILROAD:

General Chairman
Seaboard System Railroad



Director of Labor Relations

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:

This has reference to Implementing Agreement dated _____, concerning transfer of certain freight car air brake work from SBD South Louisville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

In conjunction with the foregoing, it was agreed that employee(s) transferring to Raceland may elect to accept fifteen per cent (15%) of the fair market value of their home or retain coverage provided in the applicable agreement referred to in Paragraph 1 of the several Implementing Agreements. Employees electing to accept the fifteen per cent (15%) will make an irrevocable decision in connection with this option within thirty (30) days following date of establishment of the fair market value of their home.

It is further agreed that those employees who accept positions in the Louisville-Raceland Coordination, and who report for work at the Raceland Car Shop, shall receive five (5) working days instead of three (3) working days as provided in Section 9 of the New York Dock Conditions.

It is further understood and agreed that the handling herein is without prejudice to the position of either party and that such will not establish a precedent nor be referred to in the handling of any future matter.

Please indicate your concurrence in the space provided below, returning two fully executed copies of this letter.

AGREED:

Robert T. Utter
R. T. Utter, General Chairman

Gerald Gray
G. Gray, General Chairman

Very truly yours,

W. C. Comiskey
W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company

J. T. Williams
J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

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2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:

This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louis-
ville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

This will confirm understanding reached during conference that employees
holding TVR seniority at South Louisville Shop, who may become a furloughed
employee as a result of this transaction shall retain any benefits he is now
entitled to with regards to Health and Welfare during the protection period pro-
vided for by this Agreement.

It is further understood and agreed that the handling herein is without
prejudice to the position of either party and that such will not establish a
precedent nor be referred to in the handling of any future matter.

Please indicate your concurrence in the space provided below, returning
two fully executed copies of this letter.

AGREED:

Robin T. Utter
R. T. Utter, General Chairman

Gerald Gray
G. Gray, General Chairman

Very truly yours,

W. C. Comiskey
W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company

J. T. Williams
J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
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Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:

This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louis-
ville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

It is further understood that C&O carmen furloughed on the effective
date of the coordination could not exercise their seniority rights over former
L&N prior-right employees until after such a C&O carman had first been recalled
to a permanent position.

Please indicate your concurrence in the space provided below, returning
two fully executed copies of this letter.

AGREED:

Very truly yours,

Robin T. Utter
R. T. Utter, General Chairman.

Gerald Gray
G. Gray, General Chairman

W. C. Comiskey
W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company

J. T. Williams
J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:


This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louis-
ville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.


It is further agreed that the former L&N TVR employees accepting assign-
ments at Raceland Car Shops shall be considered adversely affected as a result
of this transaction and shall be furnished test period averages of hours and
compensation in accordance with the New York Dock Conditions.

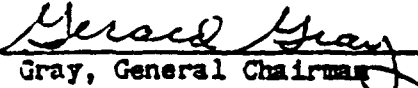
Please indicate your concurrence in the space provided below, returning
two fully executed copies of this letter.

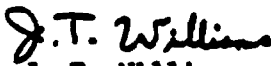
AGREED:

Very truly yours,


R. T. Utter, General Chairman


W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company


G. Gray, General Chairman


J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984

File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the U. S.
and Canada
2856 Pickle Road, Apt. #231
Oregon, Ohio 43616

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the U. S.
and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055


Gentlemen:

This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louisville Shop,
Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

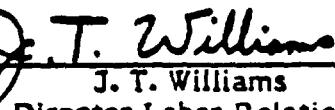
It is further agreed that any unresolved dispute which arises over an employee's
protective entitlement under the New York Dock Conditions may be submitted to an
arbitration committee within twenty days after the dispute arises in accordance with
Section 11 of the New York Dock Conditions.

Please indicate your concurrence in the space provided below, returning two
fully executed copies of this letter.

Very truly yours,



W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railroad Co.



J. T. Williams
Director Labor Relations
Seaboard System Railroad

AGREED:



R. T. Utter, General Chairman



G. Gray, General Chairman

December 14, 1984

4409/12

FF3

Mr. William Fairchild, General Vice President
Brotherhood Railway Carmen of the United States
and Canada
4929 Main Street
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This will serve to confirm telephone conference call held on December 6, 1984 between yourself, Mr. W. C. Comiskey, Senior Manager-Labor Relations, The Chesapeake and Ohio Railroad Company, and Mr. L. W. Evans, Senior Manager-Labor Relations, Seaboard System Railroad, pursuant to Neutral Herbert L. Marx, Jr.'s arbitration decision dated December 5, 1984 concerning transfer of freight car air brake work from SBD's South Louisville Shops, Louisville, Kentucky to CSR's Raceland Car Shop, Raceland, Kentucky.

As advised in conference, Carriers are agreeable to all "side agreements" which were proposed during negotiations re this matter except that side agreement which provided as follows in pertinent part:

"This will confirm understanding reached during conference that the Carriers have agreed not to force employees holding TVR seniority at South Louisville Shops to new positions at Raceland Car Shop in excess of the number of positions to be established at the coordinated facility."

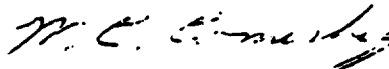
December 14, 1984

Further, by copy of this letter to General Chairman R. T. Utter and G. Gray, we are hereby serving notice pursuant to Section 11 of the December 5, 1984 decision that the agreement will become effective January 7, 1985.

Yours very truly,



J. T. Williams
Director of Labor Relations



W. C. Comiskey
Senior Manager-Labor Relations
The Chesapeake and Ohio Railway
Company

cc: Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle No. 231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of
the United States and Canada
Arcade Building - Room 15
North Main Street
Dixon, Tennessee 37055

This will serve to confirm advice to Mr. Fairchild that in accordance with Section 10 of the Arbitrated Agreement that Carriers intend to implement this trans-action effective January 7, 1985.

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984

File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the U. S.
and Canada
2856 Pickle Road, Apt. #231
Oregon, Ohio 43616

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the U. S.
and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055


Gentlemen:

This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louisville Shop,
Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

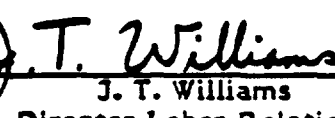
It is further agreed that any unresolved dispute which arises over an employee's
protective entitlement under the New York Dock Conditions may be submitted to an
arbitration committee within twenty days after the dispute arises in accordance with
Section 11 of the New York Dock Conditions.

Please indicate your concurrence in the space provided below, returning two
fully executed copies of this letter.

Very truly yours,



W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railroad Co.



J. T. Williams
Director Labor Relations
Seaboard System Railroad

AGREED:



R. T. Utter, General Chairman



G. Gray, General Chairman

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:


This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louis-
ville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

It is further agreed that the former L&N TVR employees accepting assign-
ments at Raceland Car Shops shall be considered adversely affected as a result
of this transaction and shall be furnished test period averages of hours and
compensation in accordance with the New York Dock Conditions.

Please indicate your concurrence in the space provided below, returning
two fully executed copies of this letter.

AGREED:


Very truly yours,

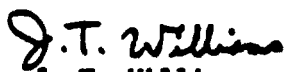


R. T. Utter, General Chairman



G. Gray, General Chairman


W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company


J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:

This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louis-
ville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

It is further understood that C&O carmen furloughed on the effective
date of the coordination could not exercise their seniority rights over former
L&N prior-right employees until after such a C&O carman had first been recalled
to a permanent position.

Please indicate your concurrence in the space provided below, returning
two fully executed copies of this letter.

AGREED:

Very truly yours,

R. T. Utter
R. T. Utter, General Chairman

G. Gray
G. Gray, General Chairman

W. C. Comiskey
W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company

J. T. Williams
J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:

This has reference to Implementing Agreement dated _____,
concerning transfer of certain freight car air brake work from SBD South Louis-
ville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

This will confirm understanding reached during conference that employees
holding TVR seniority at South Louisville Shop, who may become a furloughed
employee as a result of this transaction shall retain any benefits he is now
entitled to with regards to Health and Welfare during the protection period pro-
vided for by this Agreement.

It is further understood and agreed that the handling herein is without
prejudice to the position of either party and that such will not establish a
precedent nor be referred to in the handling of any future matter.

Please indicate your concurrence in the space provided below, returning
two fully executed copies of this letter.

AGREED:

Very truly yours,

R. T. Utter
R. T. Utter, General Chairman

G. Gray
G. Gray, General Chairman

W. C. Comiskey
W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company

J. T. Williams
J. T. Williams
Director of Labor Relations
Seaboard System Railroad

THE CHESAPEAKE AND OHIO RAILROAD COMPANY
SEABOARD SYSTEM RAILROAD

September 26, 1984
File: 167.2-93 (SC)

Mr. R. T. Utter, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2856 Pickle #231
Oregon, Ohio 43616-3923

Mr. Gerald Gray, General Chairman
Brotherhood Railway Carmen of the
United States and Canada
Arcade Building - Room 15
North Main Street
Dickson, Tennessee 37055

Gentlemen:

This has reference to Implementing Agreement dated _____, concerning transfer of certain freight car air brake work from SBD South Louisville Shop, Louisville, Kentucky to C&O Raceland Car Shop, Raceland, Kentucky.

In conjunction with the foregoing, it was agreed that employee(s) transferring to Raceland may elect to accept fifteen per cent (15%) of the fair market value of their home or retain coverage provided in the applicable agreement referred to in Paragraph 1 of the several Implementing Agreements. Employees electing to accept the fifteen per cent (15%) will make an irrevocable decision in connection with this option within thirty (30) days following date of establishment of the fair market value of their home.

It is further agreed that those employees who accept positions in the Louisville-Raceland Coordination, and who report for work at the Raceland Car Shop, shall receive five (5) working days instead of three (3) working days as provided in Section 9 of the New York Dock Conditions.

It is further understood and agreed that the handling herein is without prejudice to the position of either party and that such will not establish a precedent nor be referred to in the handling of any future matter.

Please indicate your concurrence in the space provided below, returning two fully executed copies of this letter.

AGREED:

Very truly yours,

R. T. Utter
R. T. Utter, General Chairman

G. Gray
G. Gray, General Chairman

W. C. Comiskey
W. C. Comiskey
Senior Manager Labor Relations
The Chesapeake and Ohio Railway Company
J. T. Williams
J. T. Williams
Director of Labor Relations
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