

ARBITRATION ESTABLISHED UNDER ARTICLE 1, SECTION 4
OF THE NEW YORK DOCK CONDITIONS

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In the matter of arbitration between: *
*
International Association of Machinists and *
Aerospace Workers (District 22) *
*
-and- *
*
Guilford Transportation Industries *
(Boston & Maine Corporation) *
(Delaware & Hudson Railway Company) *
(Maine Central Railroad Company) *
*
Case No. 3 (Transfer of car air brake work *
from Waterville to Oneonta) *
* * * * *

APPEARANCES

For the International Association of Machinists and
Aerospace Workers (District 22):

- W. F. Mitchell - General Chairman (B&M/MeC)
- W. D. Snell - Asst. President/Directing General
Chairman (D&H)

For Guilford Transportation Industries:

- D. J. Kozak - Asst. Vice President - Labor Relations

BACKGROUND

In 1981, Guilford Transportation Industries (hereinafter referred to as Guilford) acquired control of the Maine Central Railroad Company (hereinafter referred to as Maine Central). On June 30, 1983, Guilford acquired control of the Boston & Maine Corporation (hereinafter referred to as Boston & Maine or the B & M). In Finance Docket No. 29720, the Interstate Commerce Commission (hereinafter referred to as

the ICC) imposed the labor protective conditions set forth in NEW YORK DOCK RY.- CONTROL-BROOKLYN EASTERN DISTRICT, 360 ICC 60, (1979) (hereinafter referred to as the New York Dock Conditions) on this acquisition. Guilford subsequently acquired the Delaware & Hudson Railway Company (hereinafter referred to as the Delaware & Hudson or the D & H) in January of 1984. The ICC imposed the New York Dock labor protective conditions on this acquisition also.

On May 10, 1984, the International Association of Machinists and Aerospace Workers (District 22) (hereinafter referred to as the Organization) served identical notices, pursuant to Section 6 of the Railway Labor Act, on the Boston & Maine; the Delaware & Hudson; and the Maine Central. The Organization requested these respective carriers to negotiate certain employee protective arrangements, including a Master Implementing Agreement, with it which would govern prospective New York Dock transactions which may affect Machinists on these properties. These three carriers subsequently served notice on the Organization pursuant to Article I, Section 4, of the New York Dock Conditions.

The facts evidence that on December 30, 1985, Guilford served notice pursuant to Section 4 of New York Dock that all locomotive and freight car air brake work would be transferred from Waterville, Maine to North Billerica, Mass. On July 28, 1986, Guilford modified this notice and advised the Organization that only locomotive air brake work would be transferred to North Billerica; and that freight car air brake work would be transferred to the D & H shop located at

Oneonta, New York. It was anticipated that two (2) Machinist positions would be transferred from Waterville, Maine to the B & M shops in North Billerica; and that one (1) Machinist position would be transferred to the D & H shop in Oneonta.

Guilford met with the Organization in an attempt to negotiate an Implementing Agreement in accordance with Section 4 of the New York Dock Conditions. However, a final agreement could not be reached. Consequently, on September 9, 1986, arbitration under Section 4 was invoked. On September 19, 1986, the National Mediation Board appointed the undersigned Referee under Section 4. Hearings were held before the Referee on November 6, 1986. Guilford and the Organization appeared at that hearing and proffered extensive evidence and arguments in support of their respective positions. Based on the evidence and arguments advanced by these parties, this Referee renders the following decision.

FINDINGS AND OPINION

This dispute involves Guilford's transfer of car air brake work from the Maine Central shop located in Waterville, Maine, to the D & H shop located in Oneonta, New York. It is agreed that one (1) Machinist at Waterville will be affected by this transaction. His work will be transferred to Oneonta where it will be performed under the terms of the applicable collective bargaining agreement that covers car air brake work at Oneonta, namely the agreement with the Brotherhood of Railway Carmen. In view of the particular circumstances of this transaction inasmuch that Machinist's work transferred

to Oneonta will accrue to the Carmen's agreement, and without prejudice to the Organization or the Carrier, the arbitrated Implementing Agreement will incorporate Guilford's offer of a lump sum separation allowance to the one (1) Machinist at Waterville who is affected by this transaction. Said Machinist will have the option of electing a separation allowance or electing voluntary furlough at Waterville with a suspension of protective benefits. This one (1) Machinist position will be abolished at Waterville and the work will be transferred to Oneonta and will be performed under the terms of the Carmen's agreement with the Delaware and Hudson Railway Company. The Implementing Agreement proposed by Guilford on October 9, 1986 shall be amended to reflect the aforementioned understanding.



Robert M. O'Brien, Referee

Boston, Mass.
February 2, 1987

IMPLEMENTING AGREEMENT
BETWEEN
DELAWARE AND HUDSON RAILWAY COMPANY
MAINE CENTRAL RAILROAD COMPANY
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

WHEREAS, this transaction is made pursuant to Interstate Commerce Commission Decision in Finance Docket No. 29772 and,

WHEREAS, the Delaware and Hudson Railway Company and the Maine Central Railroad Company, hereinafter designated respectively as "D&H" and "MeC," gave notice on December 30, 1985 as modified on July 28, 1986, in accordance with Article I, Section 4(a) of the conditions for the protection of employees enunciated in New York Dock Railway-Control-Brooklyn Eastern District, 360 ICC 60 (1979) hereinafter designated as "New York Dock Conditions" of the intent of the D&H and MeC to transfer car air brake work and component work from the MeC Shop at Waterville, Maine to the D&H Shop at Oneonta, New York,

NOW, THEREFORE, it is determined:

1. The labor protective conditions as set forth in the New York Dock Conditions which, by reference hereto, are

incorporated herein and made a part hereof, shall be applicable to this transaction.

2. Car air brake work and component work will be transferred from the air brake room located in the MeC back shop located in Waterville, Maine to the D&H shop located in Oneonta, New York. D&H employees at Oneonta will perform consolidated D&H and MeC work pursuant to the applicable collective bargaining agreement at Oneonta.
3. On the effective date of the transaction the one (1) Waterville air brake position will be abolished. The machinist affected by the abolishment shall have the option to (1) place himself on voluntary furlough with a suspension of all protection benefits under this agreement or (2) elect a lump sum separation allowance computed in accordance with Section 7 of the New York Dock labor protection conditions.
4. Employees rostered at the time of transaction returning from authorized leaves of absence or returning to service from suspension/dismissal will retain any rights that they had prior to the time of coordination. No employee will be adversely affected as a result of a

supervisory/management employee returning to a
machinist position pursuant to this transaction.

5. This shall constitute the required agreement as stipulated in Article I, Section 4 of the protective conditions deriving from ICC Finance Docket No. 29772. This agreement shall not constitute a precedent or prejudice the position of the either the Carrier or the Organization signatory hereto in future transactions.

6. The provisions of this agreement shall become effective on or after the tenth (10th) day following the date of advance written notice by the Carrier to the General Chairmen signatory hereto. Bids under Section 3 of this agreement may be issued on or after the date of the herein described notice.

Date of this Agreement:

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

DELAWARE AND HUDSON RAILWAY COMPANY

W. D. SNELL, Asst. President/
Directing General Chairman-D&H

J. J. CRONIN
Senior Director-Labor Relations

MAINE CENTRAL RAILROAD COMPANY

W. F. MITCHELL
General Chairman-MeC

B. L. PETERS
Director-Human Resources

APPROVED:

D. J. KOZAK
Assistant Vice President
Labor Relations