

ARBITRATION BOARD  
(ARBITRATION PURSUANT TO SECTION 11  
OF THE NEW YORK DOCK CONDITIONS)

BROTHERHOOD OF RAILROAD SIGNALMEN )  
 )  
vs. ) FINDINGS & AWARD  
 )  
BALTIMORE AND OHIO RAILROAD COMPANY )

QUESTION AT ISSUE:

BY THE BROTHERHOOD OF RAILROAD SIGNALMEN (the "Organization"):

- "1. Whether the terms and conditions of the New York Dock formula, upon the application of which the CSX control of these formerly competing railroads was conditions, should be applied as provided in Article I, Section 11 to individual railroad signalmen of B&O as employees affected by transactions undertaken pursuant to that control authority.
- 2. Whether the claims of P. A. Becks and F. H. Sammons were improperly denied by the B&O."

BY THE BALTIMORE AND OHIO RAILROAD (the "Carrier"):

"Were signal employees P. A. Becks and F. Sammons adversely affected on January 2, 1984 as a result of the coordination of signal work in the Greater Cincinnati, Ohio Terminal area and thereby entitled to the protective benefits contained in the New York Dock Conditions?"

BACKGROUND:

The circumstances which led to imposition of the New York Dock employee protective conditions by the Interstate Commerce Commission (the "ICC" or "Commission") in connection with ICC approval of the CSX Corporation control of both the Chessie System, Inc., including the Baltimore and Ohio Railroad Company, party to this dispute, and the Seaboard Coast Line Industries, Inc. (the "SBD"), are set forth in Award No. 1 of this Arbitration Board.

The dispute here at issue concerns a determination as to whether the terms and conditions of the New York Dock conditions have application to the Claimants, either collectively or individually.

The Organization maintains that both Claimants were adversely affected as a result of the Carrier effectuating the consolidation of certain operations in the Greater Cincinnati, Ohio Terminal area, a consolidation which it submits was specifically defined

in a notice dated November 9, 1983, whereby the Carrier announced its intent to coordinate the job functions of certain signalmen between the separate carriers at such location.

Inapposite contentions of the Organization, the Carrier asserts that Claimants were not adversely affected by the coordination. It maintains they were displaced off their positions or assignments as the result of the normal application of rules as contained in the Schedule of Rules Agreement.

#### FINDINGS:

The record supports the conclusion that the employment relationship of both Claimants was affected as a consequence of work force determinations made by the Carrier in the normal course of business and not as a result of the Carrier taking action pursuant to the ICC authorized coordination of work in the Greater Cincinnati Terminal area.

The position abolished by the Carrier and which gave rise to the chain of displacements that came to affect the Claimants was temporary and not, as urged by the Organization, a permanent position affected by the consolidation of forces in the Greater Cincinnati Terminal area.

The position in question was shown by Carrier to have been established by its Engineering Department pursuant to a force adjustment request dated April 14, 1983. The position was authorized for the period June 1, 1983 to December 30, 1983 for work involving the rebuilding of switch machines, cleaning and rebuilding Ross valves, and cleaning and rebuilding cylinders. When the authorized time had expired, the position was cut-off as would have happened with any temporary position during the normal conduct of business.

Seniority displacements which were effected coincident with the abolishment of this temporary position must, therefore, be viewed as representing only the normal application of seniority rights by affected employees. In this respect, Mr. F. J. Jarrett, the incumbent of the temporary position, proceeded to displace Claimant Becks in Queensgate Yard; Claimant Becks in turn displaced Claimant Sammons in Chillicothe, Ohio; and, Claimant Sammons was forced to a furlough status.

Since abolishment of the temporary position and the subsequent seniority displacements are not found to have been directly related to the coordination it must be concluded that neither Claimant Becks nor Claimant Sammons are entitled to employee protective allowances as a result of this particular force adjustment by the Carrier.

#### AWARD:

The terms and conditions of the New York Dock conditions were not

improperly denied Claimants Becks and Sammons. Neither Claimant was adversely affected on January 2, 1984 as a result of the coordination of signal work in the Greater Cincinnati, Ohio Terminal area.



Robert E. Peterson, Chairman  
and Neutral Member



W. C. Comiskey  
Carrier Member



V. M. Speakman  
Organization Member

Baltimore, MD  
February 18, 1987