Award
#15

ARBITRATION BOARD
(ARBITRATION PURSUANT TO SECTION 11
OF THE OREGON SHORT LINE CONDITIONS)

BROTHERHOOD OF RAILROAD SIGNALMEN	)	
	)	
vs.	)	FINDINGS & AWARD
	)	
ILLINOIS CENTRAL GULF RAILROAD	)	

QUESTION AT ISSUE:

Claim of Signal Maintainer R. C. Harris for displacement allowance beginning May 1983 under Sections 5 and 10 of the Oregon Short Line Employee Protective Conditions.

BACKGROUND:

On January 3, 1983, the Illinois Central Gulf Railroad Company (ICG) made application to the Interstate Commerce Commission (ICC or Commission) for permission to abandon 148.89 miles of rail line located on what is known as the ICG's Amboy District and Bloomington District.

By letter dated March 10, 1983, the ICG advised the Brotherhood of Railroad Signalmen (Organization) of its intended abandonment of the aforementioned rail line. Among other things, ICG stated in its letter that when this line is abandoned, it anticipated that one position of Signal Maintainer would be abolished.

The ICG letter of March 10, 1983 read in full as follows:

> "Pursuant to ICC Docket No. AB-43 (Sub. No. 100), the Illinois Central Gulf intends to abandon a segment of railroad from Milepost 934.13 at East Junction, Illinois to MP 801.47 near Kerrick, Illinois; from MP 797.85 at Normal, Illinois to MP 786.5 near Heyworth, Illinois and from MP 139.83 at Normal, Illinois to MP 135.0 near Barnes, Illinois. In view of the ICC's stated intention to impose the so-called Oregon III protective conditions (ICC Docket AB-36, Sub. No. 2 served February 23, 1979) to all future abandonments, this is formal notice of ICG's intent to abandon this segment of railroad.
>
> When this line is abandoned, we anticipate one signal maintainer position will be abolished.
>
> It is possible that this employee may be covered by both the Oregon III conditions and the 1972 Merger Agreement.

> In such cases, when the employee might be covered by both protective agreements, we agreed that they should have the option, upon abandonment of this segment of the railroad, to choose the rights and obligations of the Oregon III protective conditions, in which case they would be covered thereby for the duration of time specified for those conditions, and thereafter they would revert to the 1972 Merger Agreement provisions; or they could choose to remain under the provisions of the 1972 Merger Agreement with its rights and obligations, declining the Oregon III conditions.
>
> Please indicate your concurrence by signing and returning a copy of this agreement."

Five days later, on March 15, 1983, the ICG posted notice to "All Concerned," outlining the parameters of the intended abandonment and listing 22 positions in various crafts and classes which ICG said it would "anticipate" will be abolished as a result of the abandonment. Included in the list of positions was reference to the one position of Signal Maintainer as mentioned in the ICG letter of March 10, 1983.

On March 30, 1983, the Organization's General Chairman responded to ICG's proposed letter of understanding of March 10, 1983, and suggested that the matter be discussed and resolved at a meeting which had already been scheduled for April 25, 1983.

Although the date of such action is not shown in the record, representatives of the Organization did affix their signatures to the March 10, 1983 Letter of Understanding, supra, either at or subsequent to the April 25, 1983 conference.

Effective May 1, 1983 the ICG reportedly made a general force reduction of 29 positions in its Engineering Department. Among the positions abolished was that of Traveling Signal Maintainer at LaSalle, Illinois, a position which Claimant Harris had held since some time in 1981.

On May 9, 1983, in the normal exercise of his seniority, Claimant Harris obtained by displacement a position of Signal Maintainer at Springfield, Illinois. The position of Signal Maintainer is hourly rated, whereas the position which Claimant Harris had held as a Traveling Maintainer is monthly rated. In any event, there is no question that the position of Signal Maintainer provided a monthly compensation that was less than that which had been provided Claimant Harris as a Traveling Signal Maintainer, and

that this exercise of seniority resulted in Claimant Harris changing his place of residence.

In this latter regard, on or about July 23, 1983, Claimant Harris submitted claim to the ICG for moving expenses in the amount of $1,523.60.

After what have been described as extended discussions between the parties, the ICG, by letter dated January 18, 1984, proposed the claim for moving expenses be settled by payment of $1,234.90, the ICG maintaining that certain itemized costs as submitted were excessive. In its letter, the ICG stated: "This offer is made with the understanding that the union will not file any additional claims for relocation in the event the company eventually abandons or sells the Amboy District." The ICG requested the Organization signify its concurrence to such understanding by affixing authorized signatures to the letter. The Organization did not accept the ICG offer of settlement.

The ICG submitted a further proposal for settlement of the claim for moving expenses in a letter dated March 27, 1984, its letter of proposed disposition of the issue reading as follows:

> "This will confirm our conversations regarding moving expenses for Mr. R. C. Harris, whose position at La Salle, Illinois was abolished.
>
> As I have indicated on several occasions, the Amboy District has not been abandoned and no employee protection has been imposed.
>
> The company is agreeable, however, to pay Mr. Harris $1500 moving expenses with the understanding that if the Amboy District is eventually abandoned, the union will not seek protective benefits for employees who are currently working the Amboy District as part of their assignments.
>
> In the event the company established a full time position on the Amboy District prior to abandonment, the payment of moving expense to Mr. Harris will not prejudice the positions of the respective parties at the time of abandonment.
>
> Please indicate your concurrence by signing and returning one copy of this agreement."

The Organization did not accede to the March 27, 1984 proposal as advanced by the ICG. However, at a conference on April 4, 1984, it was agreed that with certain amendments or modifications with respect to the above Letter of Understanding that the issue could be resolved. In this respect, the ICG again wrote the Organization under date of April 9, 1984, and the Organization signified its agreement by endorsing the Letter of Understanding on April 16, 1984. This Letter of Understanding reads:

> "This will confirm our conference on April 4, 1984, and our recent conversations regarding moving expenses for Mr. R. C. Harris, whose position at La Salle, Illinois was abolished.
>
> As I have indicated on several occasions, the Amboy District has not been abandoned and no employee protection has been imposed. Signal maintainers from adjacent territories are covering the Amboy District temporarily.
>
> The Company is agreeable, however, to pay Mr. Harris $1,500 moving expenses with the understanding that if the Amboy District is eventually abandoned, the union will not seek protective benefits based solely on the abandonment of the Amboy District for employees who are currently temporarily working the Amboy District as part of their assignments.
>
> In the event the company establishes a full-time position on the Amboy District prior to abandonment, the payment of moving expense to Mr. Harris will not prejudice the positions of the respective parties at the time of abandonment.
>
> Please indicate your concurrence by signing and returning one copy of this agreement."

On April 22, 1984 the Organization wrote the ICG relative to a claim that Claimant Harris had been placed in a worse position with respect to compensation as a result of the job abolishment. To the extent here pertinent, this letter read:

> "Please accept this as a claim on a continuing basis on behalf of Mr. R. C. Harris for benefits contained in Oregon Short Line III (ICC Docket No. AB-36, Sub. No. 2) account his Traveling Maintainer position on the Amboy District of the Northern Division, headquartered at La

Salle, Illinois was abolished in anticipation of abandonment covered in ICC Docket No. AB-43, Sub. 100.

Enclosed is a copy of Division Manager G. M. Biscan's March 15, 1983 Northern Division Zone #1 Bulletin Notice No. 6 which verifies that Mr. Harris' position was abolished in anticipation of abandonment. Therefore, benefits claimed herein are claimed in accordance with Paragraph 10 of ICC Docket No. AB-36, Sub. No. 2. Paragraph 10 of the Appendix reads as follows:

> Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving and (sic) employee of benefits to which he otherwise would have become entitled under his appendix, this appendix will apply to such employee.

According to Engineering Superintendent...the last day Mr. Harris worked the LaSalle position was April 30, 1984.... Mr. Harris took a week's vacation from May 2 through May 7, 1983...exercised his seniority on May 9, 1983 by displacing the signal maintainer at Springfield...

Since Mr. Harris had no property loss to be computed and since we have already reached an agreement on moving expenses, the only remaining item to be considered at this time is the difference in rates of pay.

By this claim and as I have already indicated, Mr. Harris is choosing the rights and obligations of the Oregon III protective conditions for the duration of time specified in the Appendix and thereafter revert to the 1972 Merger Agreement provisions, which exercises the choice given to him by our agreement dated March 10, 1983.

According to figures furnished to me by Mr. Harris...the average monthly compensation received by him in the position from which he was displaced was $2676.98 [and] shall be adjusted to reflect general wage increases subsequent to the 12-month test period...

Monthly allowance, monthly earnings (and lost time as shown) on present position beginning with May, 1983 through March, 1984, and the difference between the allowance and earnings being claimed are as follows:

May, 1983, $2676.98 - $2281.06 = $ 395.92
* * * *
Mar., 1984, 2812.67 - 2333.76 = 478.91

Total due through March, 1984 is....$4485.77

As you know, in our efforts to settle this matter without a claim, we previously agreed to extend the time limit for filing claims to March 1, 1984, and then later to May 1, 1984. We also agreed for claims, if any, to be filed directly with you, the highest officer designated to receive claims and grievances. Therefore, this claim is submitted timely and with the proper officer to receive same.

Please acknowledge and advise when this claim, which is being filed retroactively to and including May 9, 1983, will be allowed. Also, we request that you advise whether the Company will compute the difference in rated (sic) in the future and keep Mr. Harris current or whether he is to continue furnishing monthly figures himself. If he is to continue furnishing the figures himself, he needs to know to whom they should be furnished as he has been furnishing them to the Midwest Division office at Champaign, Ill. since May, 1983 without receiving any response from that office."

The ICG responded to the Organization's contentions on June 15, 1984. The ICG letter read:

"This is in reference to your letter of April 22, 1984, appealing a claim filed on behalf of Mr. R. C. Harris for benefits under Oregon Short Line III because his position on the Amboy District was abolished.

Since the company has not yet abandoned the Amboy District and protective benefits have not yet been imposed, it is premature to claim protective benefits for Mr. Harris.

This claim is without merit and is declined."

The claim was further discussed in conference between the parties on August 6 and 7, 1984, but since it remained in dispute it was subsequently agreed to place the question at issue to arbitration in pursuance of Section 11 of the Oregon Short Line conditions.

In this latter regard, the Board recognizes that while the dispute here at issue was in progress on the property, and on June 17, 1983, the Administrative Law Judge issued an initial decision authorizing the ICG abandonment of the line of rail covered by its application subject to the conditions for the protection of railroad employees as set forth in Oregon Short Line R. Co.--Abandonment, 360 I.C.C. 91 (1979). The initial decision was affirmed in a Commission decision served September 15, 1983.

This Arbitration Board is also mindful that on May 29, 1984, the Commission denied a request of the Freeport and El Paso Railroad Company (F&EP) for a stay of abandonment pending judicial review of its initial decision, and that at the time of this Board's hearing an action to invalidate the ICC approval of the abandonment was being sought by the State of Illinois, et al, before the United States Court of Appeals for the Seventh Circuit in Case No. 84-1795.

The provisions of the Oregon Short Line conditions the subject of this dispute read, in pertinent part, as follows:

> "5. Displacement allowances.--(a) So long after displaced employee's displacement as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.
>
> Each displaced employee's displacement allowance shall be determined by ....."
>
> * * * * * * *
>
> "9. Moving expenses.--Any employee retained in the service of the railroad ..., and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household..., the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time

thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; ..."

* * * * * * *

"10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix this appendix will apply to such employee."

The Board will also here recognize for the record that parties to this dispute have presented extensive argument, both written and oral, and were ably represented at the Board's hearing by the following named individuals:

FOR THE ORGANIZATION:

J. L. Highsaw, Esq., Highsaw & Mahoney, P.C.
H. G. Harwell, Vice President
B. J. Woodruff, General Chairman

FOR THE ICG:

J. P. Lange, Asst. Vice President--Labor Relations
R. G. Richter, Director Labor Relations

POSITION OF THE ORGANIZATION:

Essentially, it is the Organization's position that Claimant Harris is entitled to a monthly displacement allowance under Sections 5 and 10 of the Oregon Short Line conditions, the Organization maintaining abolishment of Claimant's job, effective May 1, 1983, was in "anticipation" of the abandonment of rail lines covered by the ICG application to the ICC and required him to exercise seniority to obtain another job with less compensation and placed him in a worse position with respect to his employment.

The Organization disputes the ICG contention that since the company has not yet abandoned the Amboy District that the claim is premature.

It submits that Section 10 of the Oregon Short Line conditions specifically provides for the protection of an employee whose job is abolished in "anticipation" of a transaction covered by the conditions and who would otherwise be entitled to protection In this respect, the Organization states:

> "(1) The ICG applied to the ICC for approval of the Carrier's abandonment of rail lines on which Mr. Harris worked; (2) The ICG notified BRS of its intent to abandon the rail lines involved and of its intent to abolish a Signal Maintainer position; (3) The ICG did in fact abolish the Maintainer position of Mr. Harris on the rail lines involved in anticipation of the abandonment, which was thereafter approved by the ICC subject to the protective conditions; (4) Mr. Harris, as required by Section 5 of the Oregon Short Line conditions, exercised his seniority to obtain another position; (5) The position thus obtained by Mr. Harris in the normal exercise of his seniority pays less than did his abolished position and he was required to change his residence to occupy the position; (6) Mr. Harris requested both moving expenses and a monthly allowance under the Oregon Short Line conditions. There can be no question but that his claim for both was valid under Section 10. The ICG recognized as much when it paid the moving expenses. Its refusal to pay the monthly allowance on the grounds that the claim is premature because the abandonment has not yet taken place is not a valid ground for refusal under Section 10 which contains no such condition."

In this latter regard, the Organization urges that it is not a requirement of the Oregon Short Line conditions that the transaction or abandonment must have taken place before an employee is entitled to protective benefits, that under Section 10 carrier "intent" is not required, only adverse "effect" upon the employee whose job is abolished.

As concerns the ICG contention that the Oregon Short Line conditions "have not yet been imposed," the Organization submits that the conditions were effective with the certificate approving the abandonment and, further, the ICG acted anticipatorily at its own peril.

The Organization also submits that the ICC previously rejected the "prematurity" argument of the ICG with respect to labor protective conditions imposed by the ICC on approval of various

transactions, when it affirmed the right of a carrier, over the protest of BRS and other labor organizations to invoke provisions of such conditions prior to ICC approval of the transaction. In this connection, the Organization cites and describes actions related to the ICC's decision in a proceeding identified as Southern Railway Company--Purchase--Kentucky & Indiana Terminal Railway Company (Finance Docket No. 29690).

POSITION OF THE ICG:

It is ICG's position that abolishment of Claimant Harris' job effective May 1, 1983 had nothing whatsoever to do with the abandonment application which it had filed with the ICC on January 3, 1983; the claim was premature when filed in April 1984 because the abandonment had not yet taken place; and, the instant claim must be denied since a claim cannot properly be considered until a transaction has occurred and there has been established a causal nexus between the transaction and a claimed loss of compensation.

In presentation of its position, the ICG stresses the following four points:

1. The abolishment was caused by a need immediately to reduce operating expense due to a decline in business.

2. The consolidation of territories was occurring all over the system. This change was one of many.

3. The work of claimant's assignment was not discontinued, but was reassigned to other employees.

4. The company continued to operate all but a small segment of the line for a long period following the 1983 job abolishment. It continues to operate one-half of the line today.

As concerns there having been a decline in business, the ICG states that its business has been in a decline since the Fall of 1981 and that management has been abolishing jobs, consolidating territories, and eliminating functions that were once thought necessary. In this connection, the ICG submits that there is a provision in the 1972 ICG-GM&O Employee Merger Protection Agreement which permits ICG to reduce the number of merger protected employees on the basis of a comparison of revenue and ton miles

in a current thirty-day period with the revenue and ton miles of the combined carrier in the period prior to the merger. In this regard, the ICG offers to the Board statistical information applicable to the decline in business provision of the IC-GM&O Merger Agreements.

In regard to the consolidation of territories, the ICG presents statistical information to show there have been substantial declines in revenue and carloads handled in the Amboy District, or that territory to which Claimant Harris had been assigned prior to the abolishment of his job. Furthermore, the ICG submits that it was necessary several employees have their positions rebulletined as the result of territorial changes and consolidations immediately prior to and during the time in question.

The ICG states that its Engineering Superintendent had received instructions to reduce the Northern Division headcount from 288 to 250 employees effective May 1, 1983, and that Claimant Harris' job was abolished "to help meet his target of cutting 38 people by May 1."

As concerns its argument that the work of Claimant's assignment was not discontinued, but was reassigned to other employees, the ICG states the work on Claimant Harris' territory was reassigned to five other maintainers and that train service was not changed at the time or until November 18, 1983, when ICG abolished three of four local trains which had represented "age-old level of train service" in this territory. Further, that the territory south of LaSalle was thereafter served on an as needed basis by the tri-weekly service retained between Freeport and LaSalle until October, 1984, and that currently the ICG continues to operate one local in the 78.58-mile territory between Freeport and LaSalle.

Insofar as its position is concerned with respect to having continued to operate all but a small segment of the rail line in question for a long period following the 1983 job abolishment, the ICG directs attention to various actions pertaining to review and approval of its application for abandonment by the ICC and the courts, and offers the following summary conclusion:

> "Thus, as this case is being considered before this Board, of the 154 miles of Mr. Harris' original territory, only 22 miles have been completely abandoned. An additional 42.6 miles, or 28 per cent is still maintained in tact without train service (because the U.S. Court of Appeals has not rendered a final decis-

> ion) and 59 per cent, a total of 90 miles, continues in full service today. Only 41 per cent of his former territory is not being used, and most of that territory must be kept in tact. Only 41 per cent is current subject to Oregon III conditions as a result of an order issued May 3, 1984, one full year after Mr. Harris' job was abolished."

Accordingly, the ICG states that even if the claim was held to have merit, which it maintains it does not, the Claimant would not be due compensation for a period prior to the time the ICC determined that Oregon III protective benefits applied.

FINDINGS AND OPINION OF THE BOARD:

The explanations offered by ICG as to the rationale for abolishment of the position occupied by Claimant Harris effective May 1, 1983 being related to conditions other than abandonment of the rail line are unconvincing.

There is no indication in the record to show that from the time ICG formally notified the employee representatives on March 10, 1983 of positions to be abolished in connection with abandonment of the rail lines in question to the time it was agreed to present the dispute to this Arbitration Board for resolution, that ICG had formally advanced a decline in business as the principal or alternate reason for abolishment of the position held by Claimant Harris.

The mere fact that in pursuance of the 1972 IC-GM&O Employee Merger Protective Agreement, ICG could state it regularly furnishes representatives of the Organization with revenue and ton miles data for thirty-day periods of time may not be held to have established notice to the Organization that abolishment of the position occupied by Claimant Harris was necessitated by a decline in business. Nor do we believe that because ICG could show by introduction of internal correspondence that overall departmental work force reductions were mandated by its budget department, that the dictates of such budgetary instructions may be translated into having necessarily provided ICG an alternative option to its stated intent and announcement that the position was to be abolished as a result of the abandonment. In this respect, the Board questions the propriety of ICG having used abolishment of this position "to help meet [a departmental] target of cutting 18 people by May 1, [1983]," particularly in the light of the work of the abolished position remaining to be per-

formed, albeit on a temporary basis.

Contrary to ICG assertions, the evidence of record is supportive of the conclusion that ICG had recognized the position held by Claimant to be the Signal Maintainer position which it had anticipated would be abolished as the result of the abandonment.

In reviewing the record, we think there is no question that since ICG had a desire to proceed with abandonment of the rail line, at least administratively, in advance of official authorization from the ICC, that ICG deemed it appropriate to independently bring the matter within the purview of the Oregon Short Line conditions with its letter of March 10, 1983 to the Organization and its subsequent bulletin notice of on March 15, 1983 outlining the abandonment and listing the positions which it anticipated to be abolished as a result of such action.

It also appears evidential, notwithstanding ICG's contention that the Amboy District "has not been abandoned and no employee protection has been imposed," that ICG recognized Claimant Harris as an affected employee subject to the protective benefits of the Oregon Short Line conditions as a result of the planned abandonment of the rail line by reason of its agreement to grant him $1,500 moving expenses coincident to the exercise of seniority after his job had been abolished. In this connection, we would note that the Board had not been directed to any contract obligation under rules of the Schedule Agreement which otherwise obligated ICG to payment of such moving expenses.

The Board also believes, as indicated above, that by ICG having admittedly utilized signal maintainers from adjacent territories to cover the Amboy District on what it describes as a "temporary" basis following abolishment of the position held by Claimant Harris, that such action is likewise supportive of the conclusion that the position was in fact abolished in anticipation of the abandonment. In this same regard, we find it of interest that in an internal memorandum, the ICG stated the work involved the maintenance of protection of grade crossings and interlockings "until the railroad is physically removed." In other words, it appears the work was to be performed on but a temporary basis in anticipation of early abandonment of the rail line.

In this same regard, the Board finds it significant that in its proposed Letter of Understanding in resolution of the claim for moving expenses, that ICG found reason to seek agreement to the following proposition: "[If] the Amboy District is eventually abandoned, the union will not seek protective benefits based

solely on the abandonment of the Amboy District for employees who are currently temporarily working the Amboy District as part of their assignments." This requested condition of agreement is supportive of the conclusion, in the Board's opinion, that ICG concern at the time did not especially involve the protective status of Claimant Harris, but rather concerned a desire by ICG to be protected against employees who were temporarily assigned to perform work previously attached to the position held by Claimant Harris. The ICG apparently wanted it understood that since it was recognizing, at least in part, Claimant Harris as the employee affected by abandonment of the rail line that other employees assigned to cover work of the abolished position on a temporary basis until the line was fully abandoned had no basis to claim they too had been adversely affected as incumbents of a position abolished coincident with this particular abandonment.

The Board believes this same concern was reflected in that additional portion of the proposed Letter of Understanding whereby ICG stated: "in the event the company establishes a full time position on the Amboy District prior to the abandonment, the payment of moving expenses to Mr. Harris will not prejudice the positions of the respective parties at the time of abandonment." Again, it would seem that in turn for recognizing Claimant Harris as the employee adversely affected by the abandonment, ICG wanted to protect itself against claims of other employees in the event it found that work of the abolished position could not continue to be performed on a temporary basis.

That ICG would now try to set aside recognition of Claimant Harris as an employee who had been adversely affected in anticipation of the abandonment because ICG has been subjected to unanticpated delay with respect to a purchase agreement with other carriers and certain court action which has not otherwise permitted total abandonment of the rail lines in question, comes too late. In the Board's opinion, for ICG to be permitted to withdraw the protective recognition which it meantime extended Claimant Harris in anticipation of unencumbered abandonment of the rail line in question would be violative of the Oregon Short Line conditions.

Accordingly, since there is substantial reason to conclude that the action taken by ICG was triggered by an intent to proceed with a transaction within the purview of the Oregon Short Line conditions, and as Section 10 of such protective conditions has been interpreted to protect employees such as Claimant Harris whose jobs are shown to have been abolished in anticipation of a

transaction, it will be this Board's decision that Claimant is entitled to full protection from the adverse affects of ICG's abandonment of the rail line covered in its petition to the ICC under date of January 3, 1983.

As concerns the date protective benefits coverage under the Oregon Short Line conditions may be held to have properly commenced for Claimant Harris, the record shows that the Organization had stated in a letter dated April 22, 1984 to ICG that Claimant Harris had furnished claimed differences in earnings to the ICG Midwest Division office at Champaign, Illinois since May 1983 without receiving any response from that office. This statement by the Organization appears to have remained unchallenged on the property and at hearings before this Board.

In the circumstances of record, the Board will hold that there was a direct causal nexus between abolishment of the position held by Claimant Harris and a transaction as defined in the Oregon Short Line conditions, which had, in turn, placed Claimant Harris in a worse position with respect to compensation and rules governing his working conditions. Claimant Harris is, therefore, entitled to a displacement or protective allowance as a displaced employee from the date he was first adversely affected, i.e., May 1, 1983, or the date we believe his position was abolished by ICG in anticipation of that abandonment application which ICG had made to the ICC on January 3, 1983.

AWARD:

The Question at Issue is answered in the affirmative. For those reasons set forth in the above Findings and Opinion, Claimant Harris is entitled to benefit of a displacement allowance under the provisions of the Oregon Short Line conditions retroactive to May 1, 1983.

Robert E. Peterson, Chairman
and Neutral Member

R. G. Richter,
Carrier Member

W. B. Harwell,
Organization Member

Chicago, IL
April 25, 1986