

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express & Station Employees
DISPUTE) and
Central Vermont Railway, Inc.

QUESTIONS AT ISSUE: 1. Did the Carrier violate the Washington Job Protection Agreement of May - 1936 when it entered into an arrangement with the Boston and Maine Corporation to divert interchange traffic with the Consolidated Rail Corporation at Palmer, Massachusetts over Boston and Maine trackage to Springfield, Massachusetts for interchange with Conrail Corporation; without entering into an implementing agreement for protection of employes affected?

2. Shall the Carrier now be required to afford affected employes the protection of the Washington Job Protection Agreement as of July 12, 1976?

OPINION OF THE BOARD: Prior to July 12, 1976, the Central Vermont Railway Company (hereinafter referred to as the Carrier) moved its Conrail interchange traffic on its own tracks from St. Albans, Vt., to White River Junction, Vt., then over joint trackage to Brattleboro, Vt., then over its own trackage to Palmer, Mass., for interchange with Conrail. However, subsequent to July 12, 1976, the Carrier moved its Conrail interchange traffic to White River Junction where it was interchanged with the Boston and Maine Railroad, and operated by the Boston and Maine over joint trackage to Brattleboro, then over Boston and Maine trackage to Springfield, Mass., where it was then interchanged with Conrail. In sum, the Carrier diverted its Conrail interchange traffic so that it no longer went to Palmer, Mass. Rather, it went as far as White River Junction where it was turned over to the Boston and Maine, and thereafter operated by the Boston and Maine to Springfield for interchange with Conrail.

It is the Organization's position that the joint action of the Central Vermont and the Boston and Maine constituted a coordination of services and operations as that term is defined in Section 2 (a) of the Washington Job Protection Agreement. Although this constituted a coordination, according to the Organization the Central Vermont failed to give its employees notice as required by Section 4 of that Agreement, and failed to enter into an implementing agreement for the protection of employees affected by the joint action between these two Carriers. The Organization asserts that the Central Vermont and the Boston and Maine consolidated their separate railroad operations and

services which were formerly performed by them through separate facilities. The Organization submits that their joint action was thus a classic example of the kind of transaction that came within the purview of the Washington Job Protection Agreement.

Accordingly, the Organization requests that the Carrier now be required to afford protected employees the protection granted them by the Washington Job Protection Agreement as of July 12, 1976. The Organization claims that there were three (3) employees formerly working at Palmer whose positions were abolished subsequent to the foregoing joint action between the Central Vermont and the Boston and Maine.

It cannot be gainsaid that there was a drastic reduction in the Central Vermont/Conrail interchange traffic at Palmer, Massachusetts subsequent to July 12, 1976. The Carrier's own interchange records reflect a total of 3,576 such interchange cars for the months of August and September, 1975, compared to 381 cars for the same months of 1976, that were interchanged at Palmer. The evidence further reveals that Carrier's diversion in traffic from Palmer resulted in a reduction of clerical employees at that point. Nevertheless, in order to be entitled to the protective benefits of the Washington Job Protection Agreement, it must be established that facilities, operations or services which had previously been performed separately by the Central Vermont and the Boston and Maine, through their own separate facilities, were unified, consolidated, merged or pooled subsequent to July 12, 1976. Based on the record at hand, it is the considered opinion of this Board that there was no pooling, unifying, consolidating or merging of Central Vermont and Boston and Maine facilities, operations or services that were previously performed by them through their separate facilities subsequent to July 12, 1976. Accordingly, there was no coordination involved as that term is used in Section 2(a) of the Washington Job Protection Agreement.

Although there was certainly joint action between the Central Vermont and the Boston and Maine which led to the diversion of traffic from Palmer, Massachusetts subsequent to July 12, 1976, this Board is not persuaded that this arrangement constituted a coordination as that term is used in the Washington Job Protection Agreement. It is undisputed that the Central Vermont had handled Boston and Maine traffic and that the Boston and Maine had handled Central Vermont traffic long before the effective date of the Washington Job Protection Agreement. In fact, these two Carriers had entered into joint trackage arrangements as early as 1922. Moreover, the joint trackage arrangement agreed to in 1930 was once again extended subsequent to 1960. And merely because the Carriers changed an interchange point which resulted in the diversion of traffic from Palmer, this does not establish, at least to the satisfaction of this Board, that a coordination had taken place in which they merged their separate facilities, operations, or services which had previously been performed by them through separate facilities.

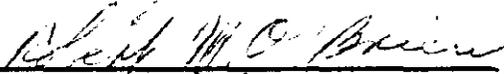
Rather, a decision was made by the Central Vermont to change the manner in which it handled its traffic from Canada for interchange with Conrail. Whereas prior to July 12, 1976, this traffic was interchanged at Palmer, Massachusetts, subsequent thereto it was

interchanged with the Boston and Maine at White River Junction. This constituted, in our view, a management decision respecting the manner in which traffic was interchanged, and did not comprise a coordination of facilities, operations or services. There was simply no coordinated activity between the two Carriers subsequent to July 12, 1976. The Central Vermont merely interchanged traffic with the Boston and Maine at White River Junction rather than interchange traffic with Conrail at Palmer. This hardly constitutes, in our view, a combination or pooling of operations or services as contemplated by the Washington Job Protection Agreement. The operations, services and facilities of the two Carriers remained separate subsequent to the change in interchange points effective July 12, 1976. Although not dispositive of the issue at hand, it is significant to note that no clerical or telegrapher-clerical employees were adversely affected as to compensation because of these changes.

This Board considers the facts involved in Third Division Award 20319 clearly distinguishable from the facts involved in this dispute. Accordingly, that Award, relied on by the Organization, is of no precedential effect in this dispute. Nor does this Board believe that the Central Vermont enlarged on the joint trackage Agreement reached with the Boston and Maine in 1930. In sum, we simply are not convinced that a coordination took place as that term is used in the Washington Job Protection Agreement. Accordingly, the instant claim must be denied.

AWARD:

Claim denied.



Robert M. O'Brien,
Neutral Member

Dated at Washington, D.C.
January 15, 1979