

In the Matter of Arbitration Between:

BROTHERHOOD RAILWAY CARMEN OF THE )  
UNITED STATES AND CANADA )  
vs )  
SEABOARD SYSTEM RAILROAD )

ICC Finance Docket No. 30053

Statement of Claim

1. That the Seaboard System Railroad Company violated the terms of the New York Dock Conditions when they deprived Carman J. A. Luhn and Carman B. C. Grubbs of their employment at Dothan, Alabama on May 1, 1984 and Carman D. L. Schulman of his employment on or about November 5, 1984 and failed to compensate them thereunder. By furloughing these Carmen on these dates, they became dismissed employees at this time under Article I, Section 1(c) of said New York Dock Conditions, and therefore became entitled to preservation of employment under the provisions contained therein, which the Seaboard System Railroad has denied them.
2. That the above mentioned Carmen be afforded the protective benefits of the New York Dock Conditions including, but not limited to, their test period earnings, as outlined in Article I, Section 6 and their fringe benefits as outlined in Article I, Section B.
3. That the above mentioned Carmen be paid the eighty-five (85) days difference between the five days notice they were given upon being furloughed and the ninety (90) day notice called for in Article I, Section 4 of the New York Dock Agreement.

Background

In the winter of 1982 the Louisville and Nashville Railroad (L&N) merged into the Seaboard Coast Line Railroad (SCL) (effective December 31, 1982) and the new corporation became known as the Seaboard System Railroad (SSR). Collective bargaining Agreements with the former L&N and SCL remained operative and the SSR's employees

continue, as of this date, to work under the separate Agreements. On November 1, 1982 the Interstate Commerce Commission issued a Notice of Exemption to the L&N and SCL under Finance Docket No. 30053. This Notice of Exemption reads as follows:

Seaboard Coast Line Railroad Company (SCL) and Louisville and Nashville Railroad Company (L&N) have filed a Notice of Exemption in accordance with 49 CFR 1111.4(g), Railroad Consolidation Procedures, 366 I.C.C. 75, 99 (1982), regarding the planned merger of L&N and SCL. The merger is scheduled to occur on December 31, 1982 and the surviving company will be renamed Seaboard System Railroad, Inc. (SSR).

At present, SCL owns 100 percent of L&N's capital stock. SCL and L&N have common officers and are operated as a single system, known generally as the Family Lines System. SSR will acquire all assets of L&N and will assume all of its liabilities. All outstanding shares of L&N stock will be canceled. No securities will be issues relating to the merger. No operating changes will be made by Family Lines. The merger will not have anticompetitive effects on Carriers outside the corporate family, and will not have adverse effects on shippers.

The planned merger will be a transaction within a corporate family that will not result in adverse changes in service levels, significant operational changes, or a change in the competitive balance with Carriers outside the corporate family. Thus it is an exempt transaction pursuant to 49 CFR 1111.2(d)(3), 366 I.C.C. at 94.

As a condition to the use of this exemption, any employees affected by this transaction shall be protected pursuant to New York Dock Ry.-Control-Brooklyn Eastern District, 360 I.C.C. 60 (1979). This will satisfy the statutory requirements of 49 U.S.C. 10505(g)(2).

Shortly after the merger took place the SSR conducted a time study of the train yard operations at Dothan, Alabama. The study was performed during the six day period, January 26-31, 1983. As a consequence of this study the General Chairman of the union was notified on April 8, 1983 that "...due to a decline in service requirements" at Dothan the company intended to "...abolish the remaining first,

second, and third shift Carmen's train yard positions at Dothan" on or about April 22, 1983. The proposed job abolishments were postponed, however, because of the request by the same General Chairman that a joint time study be done and such was conducted, on various shifts, on May 11-13, 1983. Approximately three months later, in August of 1983 the company, in turn, suggested to the General Chairman that a "...proper (joint) seven-day time study be made beginning September 11, 1983 and continuing through September 17, 1983". There is some disagreement in the record over exactly why the General Chairman did not participate in a third time study. According to the company, the General Chairman simply declined to participate after he had verbally agreed to do so. According to the General Chairman he declined to participate in another study because he had learned that the company had advised the Carmen at Dothan, after the second time study was performed, that "...in the future they would not perform most of the duties that they had been performing" and in view of this another "...time study would be useless". According to the company, "...the matter of reducing forces at Dothan lay dormant until Claimants Luhn and Grubbs were furloughed on May 7, 1984 in Carrier's continuing efforts to reduce expenses due to a decline in its business". In November of 1984 the Carrier also "...furlough(ed) Carman D. L. Schulman from his Carman's position at Dothan, Alabama". On June 12, 1984 the General Chairman filed a claim for Carmen Luhn and Grubbs under the New York Dock Agreement on the grounds that they were dismissed employees within the meaning of Appendix III, 1(c) of that Agreement because of the merger covered by ICC Docket No. 30053 dated November 1, 1982, effective December 31, 1982. The claim also alleged that the company was in violation of Appendix III, 4 when it failed to give ninety (90) days notice because of the dismissals at bar. Absent resolution of the matter by means of conference the General Chairman filed intent to refer the dispute to arbitration in accordance with Appendix III, 11 of the New York Dock Agreement. On December 17, 1984 the General Chairman added Carman Schulman as party to the

claim since the union alleged that he had "...been affected the same as Claimants Luhn and Grubbs". By letter dated May 31, 1985 the instant neutral was confirmed as Chairman and Neutral Member of this New York Dock Arbitration Committee and a hearing on this matter was held in Jacksonville, Florida on July 31, 1985.

#### Position of the Company

The original reason for wanting to abolish 1 first, second and third shift Carman positions at Dothan was "...due to decline in service requirements" as the company explained to the union after the first time study was performed in January of 1982. When the abolishment of the positions at Dothan was finally implemented in 1984 and the union filed its claim under New York Dock the company, in turn, denied the claim by relying on a number of Agreements which had been signed in 1959. In other words, a "decline in service requirements" at Dothan may have been the factual reasons which the company gave for its actions, but the 1959 Agreements were the contractual justifications for the furloughs. The company states that the furlough of the employees was unrelated to the "transaction" which took place on December 31, 1982 when the SCL and the L&N merged because "...it (was) apparent that the ACL/L&N Montgomery and Birmingham Yard coordinations <sup>1/</sup> have been completely overlooked by (the union) as well as the Agreements which provided for those coordinations" when the claim was filed. The company goes on to say:

(t)he Montgomery ACL/L&N coordination was executed in 1959 and the Carmen's work and seniority rosters were consolidated at that time. It is significant to note that prior to 1959 the ACL carmen from Montgomery protected car

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1/ The Atlantic Coast Line (ACL) and the Seaboard Air Line (SAL) Railroads merged in 1967 to form the Seaboard Coast Line (SCL) Railroad.

repair work on line of road and the Carriers did not give up the right to perform this work out of Montgomery simply because the yards were consolidated.

In other words, the company argues that the Consolidation of all Terminal Facilities of the ACL/L&N at Montgomery, Birmingham and Atlanta Agreements dated June 10, 1959 and September 11, 1959 protected its actions with respect to the furlough of the employees in question by effectively permitting it to coordinate work between SCL and L&N Carmen as this related to Birmingham, Montgomery and Dothan, Alabama. For example, when the union states that on May 30, 1984 28 bad ordered cars at Troy, Alabama were placed in the L&N Shops at Montgomery "...for repairs of defects found by the State Inspector" rather than repaired by SCL Carmen at Dothan the company responds that:

(w)hile we have not checked to determine whether the report you received was correct regarding the State Inspectors (at Troy) and the repair of 28 bad order cars, even if this were true there is absolutely nothing improper in having repairs made to these cars in the coordinated yard at Montgomery in accordance with the 1959 coordination agreement.

Another reason given by the company for denying the claim is that the abolishment of the positions was but part of the company's "...effort to reduce its expenses because of a decline in business". The company states:

(i)t is common knowledge that the railroad industry and the entire nation in general has suffered through a severe recession the past several years. This Carrier was affected by the depressed economy beginning in November 1981, and while there was a brief upswing beginning in the fourth quarter of 1983, the economy again softened in 1984.

#### Position of the Union

The basis for the grievance which was first filed on June 12, 1984 by the union is that:

the L&N employees out of Birmingham and Montgomery, Alabama were performing work on the former SCL R.R. line of road; whereas, prior to the merger of the SCL R.R. and L&N R.R.

on January 1, 1983 this work was rightly performed by the SCL employees working at Dothan, Alabama. Since the furlough on or about May 1, 1984 of Carmen Luhn and Grubbs (and later in November of 1984, Carman Schulman) the Seaboard System Railroad has continued assigning L&N employees from Birmingham and Montgomery, Alabama to perform work on trains and freight cars on the former SCL R.R.

In support of this contention the union states the following. First of all, after the joint check was made at Dothan on May 11-13, 1983 the study showed that there was sufficient work at Dothan to keep the car inspectors working. Secondly, the General Chairman refused to participate in a second joint study at Dothan because his local committeeman informed him by letter dated August 28, 1983 that the Mechanical Department Foreman "...instructed (him) not to make any more inbound inspections and to make only outbound inspections. This applies to all car inspectors at Dothan. No reason was given for the change in...work schedule". Thirdly, the General Chairman claims that while he was doing the joint study on May 11-13, 1983 he:

found that the L&N employees had been coming into the SCL property and performing the work contracted to the SCL Carmen, and that even the shop work was being moved to Montgomery, Alabama to be performed by the Carmen on the L&N R.R. at that point.

Fourthly, on:

May 23, 1984 a State Inspector had ordered 28 cars on SCL R.R. at Troy, Alabama. On May 30, 1984 these 28 cars were placed in the L&N Shop at Montgomery, Alabama for repairs of defects found by the State Inspector.

Fifthly, on:

May 31, 1984 the L&N over-the-road truck from Montgomery, Alabama went to Randall, Georgia with an L&N crew made up of Carmen and a Foreman with the instructions to rerail a car. This (was) on the SCL property and therefore...work belonging to the former SCL employees and not the employees on the L&N R.R. out of Montgomery, Alabama.

It is the position of the company that this latter decision was made by the company because "the forces assigned to Dothan, Alabama

were on another assignment at the time and were unavailable to meet the local at Randall" and in an effort to expedite the movement of a shipment for a customer forces were sent from Montgomery to attempt to pull the "car back on the track" which , as it turned out, was unsuccessful and the Dothan forces had to be called later to do the job anyway. The union's response to this is that it simply proves the point that this was work belonging to the SCL Carmen forces at Dothan in the first place. Sixthly, on June 9, 1983 the Tallahassee, Florida over road truck made repairs to cars at Bainbridge, Georgia. These cars had been bad ordered by a FRA Inspector. It is the contention of the union that this work belonged to the Dothan Carmen. Lastly,

on or about August 9, 1984 there was a large number of cars bad ordered at Dothan, Alabama by D.O.T. and/or F.R.A. Inspectors. These cars were put in a train and were sent from the SCL Yard and Shop at Dothan, Alabama to the L&N Shop at Montgomery, Alabama. Thirty-nine (39) of these cars were shown to be repaired and returned to Dothan, Alabama; and seventy-seven (77) of these cars which had been bad ordered by the D.O.T. and/or F.R.A. Inspectors were to be repaired at Montgomery, Alabama and continued from there on to their destinations.

In short, it is the position of the union that these are all instances of actions taken by the company after, and as a result of, the merger sanctioned by ICC Finance Docket No. 30053 and that they represent "operating changes" which put the Claimants under the protection of New York Dock Finance Docket No. 28250 as "dismissed employees". The union states the following in its submission:

(p)rior to January 1, 1983 when the SCL and the L&N Railroads were merged into the Seaboard System Railroad the point of Dothan, A.abama wasin the Waycross Division of the SCL Railroad, and the SCL trackage in the Waycross Division ran from Brunswick, Georgia to Montgomery, Alabama. And the line-of-road work on this section of track from Montgomery, Alabama to sout of Dothan, Alabama was performed by the Carmen (Claimants) at Dothan, Alabama. After the merger of the L&N and SCL the Carrier arbitrarily placed Dothan, Alabama and the trackage running northwest from Thomasville, Georgia to Dothan, and up to Montgomery, Alabama into the Birmingham Division of the former L&N Railroad.

This new Birmingham Division, being primarily a L&N Division, assigned the work on the SCL trackage to L&N employees out of Birmingham and Montgomery, Alabama and had repair work which had formerly been done by the SCL employees at Dothan, Alabama moved from the SCL trackage and Shops into Montgomery and Birmingham, Alabama for repairs to be made to the cars. This assignment of work which is contracted to the SCL employees, and which is now being performed by the employees under contract with the L&N Railroad, was a primary factor in the furloughing of our three Claimants from the service of the Carrier.

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It is (the) position (of the union) that although the Carrier has not admitted that there has been a coordination, and has not treated it as such under the New York Dock Protective Agreement, there clearly has been a coordination which has infringed upon our contractual rights in the Dothan, Alabama area. This coordination began when the Carrier, upon the merger of the L&N and SCL R.R.'s on January 1, 1983 redivisioned the combined Railroads and placed Dothan, Alabama area and its line-of-road territory under the Birmingham Division of the L&N Railroad. And as a consequence (it) assigned work belonging to the SCL Carmen at Dothan, Alabama to the L&N Carmen mainly at Montgomery, Alabama but also at Birmingham, Alabama.

### Findings

New York Dock Finance Docket No. 28250 at Appendix III 11(e) states that:

(i)n the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon.

Examination of the record shows that the union has done a reasonable and credible job of identifying the alleged transaction as noted above in the section of this Award entitled: Position of the Union, and that it has provided pertinent facts in its attempt to show that certain operational changes took place at SSR after the ICC approved merger of December 31, 1982, and that such operational changes had a reasonable impact on the Claimants. The company never really



denies that certain operational changes took place after January 1, 1983 and in the Seaboard System News it publicized as much in the March 1983 edition where it stated, with accompanying color coded map, that:

(w)ith consolidation of the Seaboard Coast Line, Louisville & Nashville, Clinchfield, Georgia and West Point Route railroads into the new Seaboard System Railroad, a number of divisions were realigned. The most notable change was the consolidation of the Waycross, Rocky Mount and Georgia Divisions, reducing the number of divisions from 16 to 13.

It certainly appears to be no accident that the reduction of the number of divisions from 16 to 13 after the January 1, 1983 merger coincided with the time study immediately conducted thereafter by the company in January of 1983 at Dothan, Alabama.

The focus of the company's arguments in denying the claim does not lie, however, in the denial of such changes but rather on the grounds that it was justified in doing such because of contract right, stemming from the 1959 Coordination Agreements, and because of a decline in business. In accordance with New York Dock Finance Docket No. 28250 at Appendix III 11(e) it is the company's burden to prove that these other factors, therefore, and not the transaction sanctioned by ICC Finance Docket No. 30053 were the causes of the abolishment of the Claimants' positions at Dothan.

Was the company contractually protected when it shifted work formerly done at Dothan, Alabama to other points after January of 1983? The company has failed to prove that the 1959 Agreements authorize the performance of the Dothan work at other locations; nor is there any evidence in the record that these Agreements were ever used in that way during the some 25 years prior to this case.

The company next argues that the "...decline in service requirements" at Dothan, Alabama for the three Carmen, which was first brought to the union's attention in April of 1983, after the ICC approved

merger of the L&N and the SCL, were also due to the "...Carrier's efforts to reduce its expenses because of a decline in business". There have been numerous arbitration and Special Board of Adjustment Awards in the railroad industry denying claims such as the instant one on the basis of a "decline in business". Such Awards have emanated from union claims on the basis of the New York Dock and Oregon Short Line Agreements, and on the basis of the Agreements regulating both Special Board of Adjustments 570 and 597. The parties to this dispute are abundantly familiar with such precedent and it need not be documented here. Further, as recently as May of 1985 a number of denial arbitration decisions, on the basis of "decline in business", were rendered on this property which involved grievances filed by this same union as a result of an ICC authorized coordination between the L&N and the B&O railroad.

The company presents for consideration a number of types of data to support its "decline in business" thesis and these have been studied and analyzed by the arbitrator. These data include information on the volume of business (in carloads or units) done by the company, over time, from 1977 through the second quarter of 1985; the number of employees in the employment of the company from 1981 through 1984, and the number of locomotives in storage from December of 1981 through December of 1984. <sup>2/</sup> Information applicable to the instant case on the company's fluctuations in business, measured in carloads hauled, which is taken from the company's exhibit "E", is presented on the following 3 Tables.

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<sup>2/</sup> No information is presented by either party on the company's earnings during these years but it is not clear if such information could serve as basis for any useful conclusions relative to the instant case anyway. In that respect this arbitrator is in accord with the comments made by the neutral in Case No. 1 at p. 9 of the Award rendered pursuant to N.Y. Dock Conditions dealing with a dispute between the same parties here at bar (May 29, 1985, Jacksonville, Florida).

Table 1  
Company's Volume of Traffic in Carloads  
(Including Coal) for 1982-83,  
Changes by Month

<u>Month</u>	<u>1982</u>	<u>Year</u> <u>1983</u>		<u>Change by Carload</u>	<u>Percent Change</u>
January	278,365	263,215	(1/)	- 15,150	- 5.76%
February	288,348	263,898		- 24,450	- 9.26%
March	320,035	297,665		- 22,390	- 7.52%
April	287,206	272,852	(2/)	- 14,354	- 5.26%
May	272,895	282,387		+ 9,492	+ 3.43%
June	283,925	287,760		+ 3,835	+ 1.35%
July	257,612	259,409		+ 1,797	+ .07%
August	277,464	298,884		+ 21,420	+ 7.72%
September	262,262	295,418		+ 33,156	+12.64%
October	282,995	305,522		+ 22,527	+ 7.96%
November	261,270	294,337		+ 33,067	+12.66%
December	256,122	288,013		+ 31,891	+12.45%

(1/) January 1, 1983: day after scheduled merger between the L&N and SCL occurred in accordance with ICC Finance Docket NO. 30053.

(2/) April 22, 1983: proposed date for abolishment of the Carmen positions at Dothan, Alabama by the company "due to decline in service requirements.

Table 2  
Company's Volume of Traffic in Carloads  
(Including Coal) for 1983-84,  
Changes by Month

<u>Month</u>	<u>1983</u>	<u>Year</u> <u>1984</u>		<u>Change by Carload</u>	<u>Percent Change</u>
January	263,215	294,638		+ 31,423	+11.94%
February	263,898	303,845		+ 39,947	+15.14%
March	297,645	331,241		+ 33,596	+11.29%
April	272,852	307,776		+ 34,924	+12.80%
May	282,387	321,935	(1/)	+ 39,548	+14.00%
June	287,760	312,223		+ 24,463	+ 8.50%
July	259,409	293,867		+ 34,458	+13.28%
August	298,884	324,768		+ 25,884	+ 8.66%
September	295,418	306,595		+ 11,177	+ 3.78%
October	305,522	314,907		+ 9,385	+ 3.07%
November	294,337	291,512	(2/)	- 2,825	- .09%
December	288,013	277,074		- 10,939	- 3.94%

(1/) May 1, 1984: Abolishment of positions of Carmen Luhn & Grubbs.

(2/) On or about November 5, 1984: Abolishment of position of Carman Schulman.

Table 3

Company's Total Volume of Traffic in Carloads  
(Including Coal) By Year: 1977-84

<u>Year</u>	<u>Total Volume</u>	<u>Carload Change from Preceding Year</u>	<u>Percent Change</u>
1977	4,343,891		
1978	4,333,716	- 10,175	- 0.023%
1979	4,396,789	+ 63,973	+ 0.146%
1980	4,168,698	- 228,091	- 5.44%
1981	3,960,233	- 208,465	- 5.26%
1982	3,322,499	- 637,734	- 19.19%
1983	3,409,340	+ 86,841	+ 2.61%
1984	3,680,381	+ 271,041	+ 7.95%

The data show that there was a drop in overall volume of traffic from 1979, which is the highest volume year shown on the data sheet presented to the arbitrator, to the end of 1984 of 716,408 units (Table 3). Nevertheless, this overall business conducted by the company by the end of 1984 was some 357,882 carloads higher than the business it conducted in its lowest year, just 2 years before, which was 1982. <sup>3/</sup> In other words, from the time that the ICC Finance Docket No. 30053 went into effect until the end of 1984 the company's business volume increased by over 350,000 carloads. It did not do this immediately after January 1, 1983 when the Notice of Exemption went into effect but gains were made already in the month of May of 1983 (volume +3.48%) over the preceding year, and in the fall of that year dramatic gains were being made in business volume measuring by carload units (Table 1). Likewise, gains were made in total volume from January through August of 1984 which were rather dramatic. Gains

<sup>3/</sup> 4,396,789 (1979) minus 3,680,381 (1984) = 716,408; 4,396,789 (1979) minus 3,322,499 (1982) = 1,074,290 minus 716,408 = 357,882.

continued through October of that year after which there were small losses incurred in the winter of 1984 (Table 2). From the time that the ICC Docket No. 30053 went into effect, however, on January 1, 1983 until Carmen Luhn and Grubbs' positions were abolished in May of 1984 the company had increased its unit volume in 9 of the preceding 13 months of this period (Tables 1 and 2) and May itself was the ninth month of increase in volume, all but one of which (October, 1983) had double digit percentage increases. Likewise, Carman Schulman's position was abolished at the end of a period of increases in business volume which was October of 1984 as underlined above. On the basis of this data it is reasonable to look to other reasons besides "decline in business" as the basis for the abolishment of the positions in question. Such conclusion is supported by data presented by the company on locomotives in storage from 1981 through 1984. These data are presented on the following Table.

Table 4

<u>Date</u>	<u>Locomotives in Storage</u>
1981 (December)	307
1982 (December)	455
1983 (August)	312
1984 (December)	101

As business volume decreased from 1981 to 1982 (Table 3) it is reasonable to assume that more locomotives were put in storage. As business volume began to increase in 1983 and 1984 the locomotives were needed and were taken out of storage. Thus the data on the volume of traffic and locomotives in storage are consistent and permit the same conclusions arrived at above. <sup>4/</sup>

<sup>4/</sup> There are also data in the record on freight cars in storage but they are incomplete and do not permit any conclusions. Logically, however, such data must be consistent with the two types of data discussed above since freight cars are needed to increase volume of carload loadings and their number in storage will fluctuate with business volume in a fairly consistent manner.

Lastly, the company presents information on employment levels at the company from 1981 through 1984. These data are particularly interesting for 1983 and 1984, although they are just summary data. These data are presented below in Table 5.

Table 5

Company Employment Levels: 1981-84

<u>Year</u>	<u>Employment Level</u>
1981: January	33,804
December	32,787
1982 January	30,712
December	28,835
1983 January	29,127
December	29,137
1984 January	28,797
December	28,285

These data show a a very large drop in employment level from January 1, 1983 to the end of 1984 for SSR (all of which took place in 1984: -842 employees) which is at variance with the increased business volume for that same year. In 1984 there was a 7.95% overall increase in business volume (Table 3) and a 2.92% overall decrease in employment level (December, 1983 to December, 1984) (Table 5). Thus a decrease in business during the period after the ICC Finance Docket No. 30053 approval until the Claimants' positions were abolished cannot explain the drop in employment level at the company, including the elimination of the Grievants' positions, because there was no decrease in business during that time. Some other factors must, therefore, be operative.

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5/ The conclusion(s) arrived at by the arbitrator in Case No. 1 of May 29, 1985 and its companion cases have been studied and they are consistent with the data found on the Tables herein presented. Those cases dealt with an ICC approved coordination dating back to the early part of 1981 which was at about the beginning of a dramatic drop in business volume for the company (Table 3).

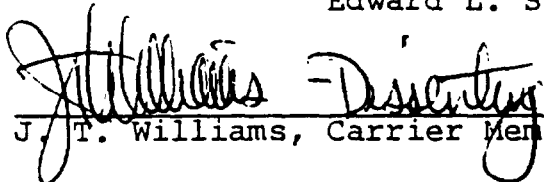
Decision

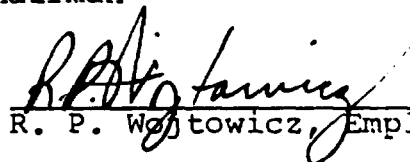
The union has argued in this case that the cause of the abolishment of the three Carmen positions at Dothan, Alabama in May and August of 1984 was the "transaction" which took place when the L&N and SCL merged into the SSR effective December 31, 1982. The union has presented evidence herein to the effect that duties which had been performed by SCL Carmen at Dothan were being removed in the summer of 1983 and that various other work which had been performed by these Carmen at Dothan in the past was being done at Montgomery, Alabama, including shop work, repair work and wrecker service. None of this is denied by the company in the record before this Committee, and the company even publicized the fact in March of 1983 that it had "realigned" a number of divisions with the consolidation of the L&N and SCL into the SSR. This alignment meant the consolidation of the Waycross, Rocky Mount and Georgia divisions with the result that the former 16 divisions were reduced to 13. Dothan was involved in this realignment and consolidation because it was in the Waycross division. In accordance with the ICC Finance Docket No. 30053 employees affected by a transaction "...shall be protected pursuant to New York Dock". The company's reasons for not having provided such protection is based on contractual and financial arguments. The arbitrator has examined both closely and has found them wanting. Neither the 1959 Coordination Agreements in question, nor a decline in business, since there was none during the time-frame in question, can serve as adequate reason for the transfer of the work from Dothan to other points which resulted in the abolishment of the three positions. The Claimants are, therefore, dismissed employees as stipulated by the New York Dock Conditions at 1(c) and they shall be paid all compensation and benefits due them as dismissed employees under these Conditions including those in accordance with Section 4 of the same.

Award

The claims are sustained in accordance with the Findings and the Decision. All compensation and benefits due the Claimants shall be paid within thirty (30) days of the date of this Award and thereafter in accordance with the provisions of New York Dock Ry. - Control - Brooklyn Eastern Dist., 360 I.C.C. 60 (1979). The arbitrator retains jurisdiction over the interpretation of this Award until December 21, 1985.

\_\_\_\_\_  
Edward L. Suntrup, Chairman

 - Dissenting  
\_\_\_\_\_  
J. T. Williams, Carrier Member

  
\_\_\_\_\_  
R. P. Wojtowicz, Employee Member

Date: November 21, 1985

Jacksonville, Florida