SECTION 13 COMMITTEE
AGREEMENT OF MAY 21, 1936, WASHINGTON, D. C.
(WASHINGTON JOB PROTECTION AGREEMENT)

PARTIES TO DISPUTE: United Transportation Union, Successor to Brotherhood of Locomotive Firemen and Enginemen

and

Erie-Lackawanna Railroad Company

QUESTION AT ISSUE: Claim of (Wyoming Division) Avoca, Pa. Shop Hostler Edward P.. Eames for 2 coordination allowance for the month of October, J-961, and all subsequent months as provided for under Section 7 of the Washington Job Protection Agreement of Kay, 1936.

FINDINGS:

Employes state that a "coordination or merging of hostling service did occur on October 1.5, 1965 when the Eric RR hostling service at Avoca, Pa. was combined with the Scranton, Pa. facilities of the Lackawanna RR." Claimant Eames had been employed as a hostler on the Erie Railroad. When the merger was effectuated on October 15, 1961 Claimant's position was abolished.

An implementing agreement was entered into between this Carrier, the Brotherhood of Locomotive Engineers, and the Brotherhood of Locomotive Firemen and Enginemen. It bears the date of February 7, 1961. Article VI - Hostler Service - of that agreement reads as follow:

> "When hostler service is combined at a common location, the percentage of work to be allocated to prior - right roster men will be computed on the basis of actual hours (in no case less than a basic day of eight hours) worked by the hostlers involved in the twelve months preceding the first of the month in which the change is made."

Pursuant thereto the Carrier offered to merge the two hostler rosters and thus permit the Claimant to share in the hostler work at Scranton

Pennsylvania. While the General Chairman of the Lackawanna employes was agreeable, the General Chairman of the Erie employes was not. His refusal prevented the Claimant from working.

Employes argue that the Erie General Chairman never signed nor accepted the implementing agreement. A photostatic copy of that agreement submitted in evidence bears the signature of the Erie General Chairman. He my have signed it on a date later than February 7, 1961, but it bears that date and we must assume that it became effective on that date. He apparently had not signed it when he wrote to the Carrier on March 9, 1961, but when he did sign it he accepted all of the provisions and undertakings therein. There is no evidence that he excepted the provisions of Article VI or the date of February 7, 1961. Under these circumstances, the Employes and not the Carrier are responsible for Claimant's unemployment. He was not "deprived of employment as a result of said coordination" as provided in Section 7 (a) of the Washington Job Protection Agreement. The distance between Avoca and Scranton does not require a change of residence.

AWARD

For the reasons stated in the findings, Claimant Edward R. Eames was not "deprived of employment" as a result of the coordination under Section 7 of the Washington Job Protection Agreement of May, 1336. Claim is denied.

Executed at Washington, D. C. this 12th day of June, 1369.

David Dolnick

David Dolnick, Referee

SECTION 13 COMMITTEE
AGREEMENT OF MAY 21, 1956, WASHINGTON, D. C.
(WASHINGTON JOJ PROTECTION AGREEMENT)

PARTIES TO DISPUTE: United Transportation Union, Successor To Brotherhood of Locomotive Firemen and Enginemen

and

Lehigh and New England Railroad Company
Lehigh and New England Railway Corpany
Central Railroad Company of New Jersey

QUESTIONS AT ISSUE: (1) Mr. Harold Weber and Mr. Granville Jennings, employers of the Lehigh and New England Railroad Company, were involved in a coordination by the Lehigh and Now England Railroad Company and The Central Railroad Company of New Jersey, which occurred on November 1, 1961, and as employees continued in service and subsequently furloughed are, therefore, entitled to be paid displacement and/or coordination allaaces under Sections 6 and 7 *of* the Agreement of May, 1936, Washington, D. C.

(2) Mr. Harold Weber and Hr. Granville Jennings seek rocovory of the respective benefits to which they may be entitled under the arrangements imposed September 28, 1961 by the Interstate Commerce Commission in Pinanco Rocket 21155 for the protection *of* oaployoes adversoly affected by the coordination.

FINDINGS: The identical issue, involving tho same Carriers, and resulting from the same coordination; is fully discussed in Docket No. 147. Conclusions and findings therein reached are applicable to this case and are hereby affirmed.

AWARD

1. For tho reasons stated in thr Findings in Docket No. 147, Harold Weber and Granville Jennings are not entitled to be paid displacement and/or coordination allowances as provided in the Agreement of May, 1936, Washington, D. C.

2. Tho same claimants aro not entitled to bonofits prescribed by the Interstate Commorce Commission on Scptombor 28, 1961 in Finance Dockot 211SS because they voro not adversely affected by the coordination.

Executed at Washington, D. C. this 30th day of April, 1969.

David Dolnick, Referee

SECTION 13 COMMITTEE
AGREEMENT OF MAY 21, 1936, WASHINGTON, D. C.
(WASHINGTON JOB PROTECTION AGREEMENT)

PARTIES To DISPUTE: The Railroad Yardmasters of America

and

Erie-Lackawanna Railroad Company

QUESTION AT ISSUE: c3.2ims of Leonard F. Hart, who became unassigned as yardmaster, for compensation due under the Washington Job Protection Agreement of May, 1936.

These claims have been denied and are continuing to be denied by Carrier as evidenced in Exhibits attached hereto as

Exhibit A-l, A-2, A-3, A-4, A-5, A-6; B-l,. B-2; C-1, C-Z; D-1, D-2; E-l, E-2; F-l, F-2; G-l, G-2; H-1, H-2; I, J, K, L-l, L-2; i-l-l, 1-i-2; Ii-l, N-2; O-l, O-Z; P, Q, R, S. These are exhibits for monthly claims and denials September 1, 1963 through August, 1964. Monthly claims for subsequent months are on file in this office together with denials. Pursuant to Section 2 (c) of the Agreement monthly claims will be filed for the duration of the protective period, or until September, 1968.

FINDINGS:

The merger between the Eric Railroad and The Delaware,' Lackawanna and Western Railroad became effective on October 17, 1960. This is acknowledged by the parties in the interim implementing agreement dated February 6, 1961. Claimant's position as yardmaster at Port Morris, New York was abolished effective September 19, 1963.

Employes contend that the abandonment of the yard at Port Morris and the abolishment of the position resulted from the merger because "the operations were eventually changed in such manner that the business which had been previously handled from the Port Morris , N. J. facility, was transferred to Dover and Craxton, the latter being an exclusive Erie Railroad facility." This is a mere assertion. It is not evidence. It should be noted that Employes' Exhibit H-2, attached to its Submission, supports the Carrier's position that the yard was closed and the position was abolished because of declining

business and improved operating efficiency. That Exhibit clear-y shows that the number of cars dispatched from August, 1959 through August, 1953 progressively declined. For example: The number of cars dispatched from the Port Morris Yard in August, 1959 was 16,388, in August, 1960, it was 14936, in August, 1961, 15393, in August, 1962, 8032, and in August, 1963, 7273.

Employes also say that the Carrier admitted that the position was abolished because of the change in terminals due to the merger. They specifically refer to letters dated December 6 and 10, 1963 which read in part as follows:

> "With reference to your letter of December 5, 1963, was submitted on Form EC-1 RT-S which governs employees in Road Train Service. This form was returned to Mr. J. G. Drake under date of October 7, 1963 with instructions for you to submit claim on Form EC-1 Yardmasters. This has not been done."

The mere fact that reference is made to the form on which such a claim is to be filed is not an admission that the claim is valid, nor is it an admission that the position was abolished because of the merger.

Employes have failed to present any convincing evidence that the abolishment of the position arose directly from the merger effectuated on October 17, 1960. On the contrary, there is sufficient evidence in the record to justify the conclusion that the position was abolished because of changes in the volume of business at the Port Morris Yard long after the coordination was effected.

AWARD

For the reasons set forth in the findings, the claims of Leonard F. Hart are denied.

Executed at Washington, D. C. this 19th day of June, 1969.

David Dolnick, Referee

WJPA DKT 158

Award NO. 18

Case No. CL-36-E

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE: Ralph R. Cannon (Individual)
and
Erie Lackawanna Railroad Company

QUESTION AT ISSUE: Respectfully submit that I, Ralph R. Cannon, uas adversely affected as outlined under the terms of the Washington Job Protection Agreement when my position of Asst. Supt. Dining Car Department, Erie Lackawanna Railroad Company, was abolished and was forced to revert back to the Clerical Roster #14A on Juns 16, 1964.

OPINION OF BOARD: This dispute was originally submitted to the Committee established under Section 13 of the Agreement of May, 1936, Washington, D. C., and identified as Docket No. 158. Subsequently, it was agreed by ths Section 13 Committes that Docket No. 158, along with several other dockets, would be oubmitted for decision to Special Board of Adjustment No. 605 in accordance with the provleions-of Article VI, Section 3, of the, February 7, 1965 Agreement.

The record is clear that the claimant was not adversely affected by reason of the involved merger. He bald a position as Assistant Superintendent Dining Cars and his position was abolished as sn economy measure, such abolishment being in no way related to or coming about as a result of the merger.

AWARD

The claimant was not adversely affected by merger.

CARRIER MEMBERS

J. W. Org

M. E. Parks

EMPLOYEE MEMBERS

G. L. Stewart

J. E. Leighty

Washington, D. C. - October 10, 1968

Docket No. 159

SECTION 13 COMMITTEE
AGREEMENT OF MAY 21, 1936, WASHINGTON, D. C.
(WASHINGTON JOB PROTECTION AGREEMENT)

PARTIES TO DISPUTE: Tine Railroad Yardmasters of America

and

Erie-Lackawanna Railroad Company

QUESTION AT ISSUE: Claims of Lawrence T. Burns who has been deprived of Extra Yardmaster work at Susquehann, Pa. for compensation due under terms of the Washington Job Protection Agreement of May, 1336.

Handling of these claims on the property is evidenced by the following Exhibits attached thereto. A, A-1, A-2; B; C; D; E; F; G; I!; I, I-1, I-2; J, J-1; K, K-1, K-2; L, L-1; M, M-1; N, N-1; 0, O-1; P, P-1; Q, Q-1, Q-2; R, R-1; S, S-1, S-2; T, T-1, T-2; U, U-1 and V.

FINDINGS:

The record shows that the Claimant held a position of Demurrage Clerk at Susquehanna, Pennsylvania on the effective date of the merger. He occupied that position when the 4:00 P.M. to Midnight yardmaster position at Binghamton, New York was abolished. He also occupied that clerical position when the incumbent Binghamton yardmaster displaced a junior yardmaster at Susquehnnna. There is no showing in the record that Claimant was adversely affected. There is evidence that his job opportunities as a yardmster actually improved.

At no time did the Claimant seek to displace any one of five junior yardmasters in Binghamton. Nor did he ever request extra yardmaster work to which his seniority entitled him.

AWARD

Claims of Lawrence T. Burns are denied.

Executed at Washington, D. C. this 12th day of June, 1969.

David Dolnick, Arbitrator