

DISPUTES COMMITTEE DECISIONS  
FEBRUARY 7, 1965 AGREEMENT  
SPECIAL BOARD OF ADJUSTMENT NO. 605

INDEX (Awards 1-496)

SUBJECT:

AWARD NO.:

**Abolishment of Job**

- Agency closing and concomitant abolishment position is operational and organizational change triggering protective benefits -----	220
- Due to bridge wash out -----	454
- Due to <u>New York Dock</u> transaction, not Feb 7 -	485
- Due to sale of portion of line -----	472
- 6/16/64 not related to ERIE/DLW merger -----	18
- Employee's protection is suspended, not lost, for period of time granted LOA to work in other craft after his position abolished -----	231,411
- In anticipation of decline in business (U.S. Steel Strike) -----	469
- Not prohibited -----	10,128
- Not synonymous with suspension -----	115(D) <sup>1</sup>
- Not tech., etc, change -----	7,69, 76(D),160, 167,235,287, 300,412,432, 435,470,471, 472,480
- Of telegrapher and transfer of work to other Carrier not covered by 2/7/65 Agreement -----	9
- Operational and organizational change -----	220,301
- Prior to 2/7/65, Employees not required to take higher rated job -----	29,145
- Reestablishment of job at other location in same seniority district is organizational change -----	132,220,301
- Synonymous with suspension -----	200,242
<b>Adversely affected by ERIE/DLW merger - not proved -----</b>	<b>109</b>

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<sup>1</sup>Reference Mark "(D)" denotes dissent by Organization

Agreement of 2/7/65 limits schedule agreement rules	-----	129,284,318, 319,326,354, 407,417
Agreement made prior to 2/7/65 Agreement does not nullify provisions of the 2/7/65 Agreement establishing protected rate	-----	224
Allegation not denied stands admitted	-----	102,135,430
Attrition credit - not required to abolish position	-----	10,215
Availability not restricted by employee	-----	446
Availability restricted by employee	-----	96,138,162, 292(D),315, 456
Availability not restricted by illiteracy	-----	175
Blanket claims not valid	-----	64
Burden of proof not sustained	-----	109,169,247
Carrier cannot unilaterally impose a regular assignment on an employee in order to pay less	-----	382
<b>Change of Residence</b>		
- Due to organizational change	-----	132,220
- In employee's seniority district and no tech., etc., change, moving expense not payable	-----	7,167,198, 235,266,412, 471,472
- May take lower rated job not requiring change	-----	190,256,477
- Necessary to take higher rated job	-----	29,144(D)
- No option to take lower rated job and retain protection	-----	144(D)
- Not required if employee does not actually move	-----	271,423
- Not required to preserve protection	-----	270,423
- Not required when employee voluntarily bids on another job	-----	110
- Not required where marginal commute (43 miles)	-----	421,476

- Required where work location is more than 30 miles from residence -----	78,107,134, 135,239,271, 290,421,423, 477
Change of work location - not organizational change -----	289
Classification and evaluation fund general wage increase (Contra see Award 1, TCU vs. SCL) -----	147(D), 210, 211,405
Classification and evaluation fund not general wage increase -----	163,196, 361,371
Compensation and protection rate reduced when position abolished due to decline in business and employee given position paying a lower rate -----	215
Compensation of extra employees in test period includes all compensation paid by Carrier -----	23
Compensation received working under other agreement not offset against protected rate -----	53,183,184, 234,316
Consolidation of seniority districts - Organization not required to make implementing agreements -----	5
<b>Coordination</b>	
- Carrier required to restore the work to employee originally performing it and serve the required 90 day notice under the WJPA account engaging in coordination without implementing agreement -----	309
- Purchase of portions of Milwaukee Road not a coordination -----	482,483
- Recapture of work by another Carrier not considered WJPA coordination -----	390,414, 420,426
Coordination Agreement - February 7, 1965 benefits apply -----	221,222, 223
<b>Craft Lines</b>	
- Absent language in the 2-7-65 or other agreements between the parties, Carrier permitted to require a protected employee to cross craft lines to obtain a position in order to retain	

his protected status -----	401
- Crossed when protected MofW Employee used on Clerk's job -----	176
- Not crossed by transfer of clerk's work to telegraphers at same location -----	2,19,204, 392,393,394
- Not crossed by proposed implementing agreement -----	6,252
- Not crossed when Clerk required to cover Caboose supplyman job under F&O Agreement -----	294 (D)
- Not crossed when station closed and telegraphers' work transferred to clerk at nearby open station -----	11,276
- Not crossed when watchman offered trackman -----	169,240,241
Crossing Signals -arbitrary payments as part of WJPA separation allowance -----	304
CTC installation is a technological change -----	2,387

#### Decline in Business

- Alleged without proof does not permit furlough protected employee -----	164,201,203, 234,350,351, 365
- Butte, Anac & Pac. -----	148
- Carrier can abolish positions in anticipation of a decline in business (strike by U.S. Steel) -----	469
- Must be accompanied by reduction in force -----	321,322
- Recall of employee restores benefits -----	489
- Restoration of benefits following increase in business -----	448
- Terminal Company -----	27,119,202, 213,215,262, 263,264,265, 297,348,349, 435,487,488, 495

#### Dismissed Employee

- Benefits due after reinstatement -----	108
- Benefits not due after reinstatement -----	259,428

#### Displaced Employee

- Bids on position rather than displaces retains	
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protection if assigned with time period for exercising seniority -----	461
<b>Displacement Allowance</b>	
- WJPA -----	187,188,293
<b>Disqualified</b>	
- From specified work classification is not entitled to protective allowance -----	177,418
- Inefficiency not entitled to protected rate -----	26
- Insufficient fitness and ability retains protected rated -----	194,205,303, 411,413,437, 466
- Lack of supervisory ability not entitled to higher protected rate -----	13
- Physically disabled employee not entitled to benefits -----	30,159,379 468
- To work under other contract, protection not lost -----	136
- Unable to secure bond -----	303
<b>Dovetail of protected with non-protected employees -----</b>	<b>67,79</b>
<b>Effective date of 2/7/65 Agreement on Carrier in trusteeship -----</b>	<b>25,33,61</b>
<b>Election Note To Preserve Prior Agreement</b>	
- Terminates agreement -----	120,253
- Terminates benefits -----	21
<b>Emergency</b>	
- Deterioration to equipment and subsequent removal from service pending repair and resultant abolishment of position is not an emergency -----	422
- Due to bridge wash out -----	454
- Inclement weather permits shifting signal force -----	152,419,436
- Not when river froze but barge traffic continued and no showing by Carrier the freeze was more severe than past years -----	463

- Partial closing of a plant not included -----	123,245
- Permits abolishment -----	115 (D) , 436, 454
- Permits abolishment only on proper notice -----	200,242,245, 247
- Provisions applicable only where jobs abolished -----	115 (D) , 242 (Contra)
- Strike of another craft -----	178,424
- Unable to report for work due to flood conditions made employes unavailable despite fact that Carrier failed to give 16 hours notice -----	247
<b>Employee on leave of absence as of date eligible for protection does not carry forward protected rate established under a prior merger agreement -----</b>	<b>443</b>
<b>Employment Relationship</b>	
- When employee is first hired -----	34,161,228, 246,250,281, 381
- When service first performed within craft -----	161,228,246, 250,281
- When established -----	250
- When employee resigns and waives rights to claims the Board will dismiss the claim -----	474,475,485
<b>Employment status</b>	
- Judicially determined -----	1
- Shifted from ATSF to NCL -----	1
<b>Evidence</b>	
- Fact alleged and not denied stands admitted -----	102,135,430
- Not discussed on property -----	239,378
<b>Excepted position not subject to protective provisions -----</b>	<b>36,195,205, 260,295</b>
<b>Exercise of seniority not requiring change of residence -----</b>	<b>190</b>

<b>Exercise of seniority to obtain position necessary to retain protected status</b> -----		96,158,216, 266,288,290, 403,413,418, 461
<b>Extra Board (or Extra List)</b>		
- When in effect	-----	121,125,127
<b>Extra Employee</b>		
- Entitled to full protected rate unless performing unassigned work that is classified as service work under April 15, 1986 National Agreement	-----	493
- Loses protection when he consistently refuses calls	-----	16,126,182, 185,267,305, 455
- Loss protection where no work remaining for him to perform	-----	494,496
- Protected if on extra list 10/1/64	-----	121
- Retains protection when he failed to respond to one call to take a temporary job	-----	212,314,458
- Retains protection when he restricts his recall status until such time as he fails to obtain or retain position available to him in the exercise of his seniority	-----	444,449
<b>Extra Protected Employee</b>		
- Can be required to break-in on days he is not called to work in order to qualify for pro- tective benefits	-----	452
- Excepted position not available in the exercise of seniority rights	-----	478
- Furloughed retains benefits	-----	17,127,444, 449,484
- Must obtain position available in exercise of seniority	-----	37,288,411, 413,418,444, 446,449,478
- May decline temporary vacancy	-----	212
- Protection suspended for period of time employee refuses to perform relief work on another seniority district	-----	465

<b>Failed to respond to calls</b>	-----	126,212,278, 481
<b>Failure to exercise seniority</b>		
- Employee loses protected status	-----	94,157,170, 171,189,447
- To higher rated job requiring change of residence	-----	144 (D) ,190
- Not required change of residence	-----	256,476
- Not when displaced employee bids on position and is assigned within time period for exercising seniority	-----	461
- Not when position not available in the exercise of seniority rights (excepted position)	-----	478
<b>Force reduction not made when employee retires</b>	-----	180
<b>Fringe Benefits</b>		
- Denied or dismissed	-----	355,356
<b>Furlough of extra protected employee not barred by 2/7/65 Agreement</b>	-----	17
<b>Furloughed Due to Physical Disability</b>		
- Employee not entitled to benefits	-----	3
<b>Furloughed Employee</b>		
- Can be required to break-in on days he is not called in order to qualify for protective benefits	-----	452
- Does not lose protection when he restricts his availability for recall until such time as he fails to obtain or retain a position available to him in the exercise of his seniority	-----	444,449
- Entitled to benefits	-----	164,203,444, 446,449
- Illiteracy not a restriction on availability	-----	175
- Loses protection where he declines assignment	-----	189
- May be used in preference to senior unprotected employee	-----	50



- Must accept temporary assignment in other department -----	32,465
- Must be returned to active service 3/1/65 -----	63,127,172
- Must exercise seniority to obtain position -----	170,171,413, 418
- Must have valid reason to decline work across seniority lines -----	169,465
- Must respond to call for extra work -----	4,37,126, 212,294 (D)
- No obligation to return to active service on home seniority district -----	59
- Not called - no telephone -----	292 (D)
- Not protected if averaged less than 7 days per month in 1964 even if he worked 10/1/64 -----	51 (D) , 138 (D) ,313
- Not protected when he voluntarily restricts availability for calls -----	162
- 11/30/64 is protected -----	14,203
- On 9/15/64 not protected even if he worked 10/1/64 -----	138 (D)
- Protective status suspended when all jobs within his seniority district abolished due to closing of department but restored when work opportunities restored -----	435,494,496
- Qualifies as protected employee -----	28,139,140, 172,175,444, 449
- Returned to active service 3/1/65 -----	99,203
- Telephone number must be furnished -----	292 (D)
- To be returned to active service per existing agreement -----	31
- When Carrier revoked Notice of Availability for missed calls or lay offs, protection restored when new Notice of Availability submitted -----	455,458,460, 462
- Worked in 1964 without acquiring seniority not protected -----	77 (D)

#### General Wage Increase

- Does not result from classification and evaluation fund -----	163,195,361, 371
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- Results from classification and evaluation fund (Contra See Award 1-TCU vs. SCL)	-----	147(D), 210, 211
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**Guaranteed Compensation**

- Computed	-----	173,450,481
- Daily rate guarantees can be compute on a monthly basis	-----	450
- Does not include classification and evaluation fund increases	-----	163,196,361
- Does not include holiday pay	-----	225
- Does not include housing allowance	-----	166
- Does not include rest day service	-----	227
- Does not include tunnel differential	-----	94
- Includes increase due to classification and evaluation fund (Contra see Award 1, TCU vs. SCL)	-----	147(D), 210, 211
- Is normal rate of regularly assigned position on 10/1/64	-----	130,207,224, 295,323
- Lost for failure to bid higher rated job	-----	256
- Lost on days employe off sick	-----	456
- Lost where employe voluntarily bids lower rated job	-----	233,447,451
- Monthly rate guarantees can be computed on a daily basis	-----	481
- Overtime not included in rate	-----	227,254,280, 299
- Overtime declined may be used as an offset	-----	481
- Protected employe entitled to protected rate for days required to break-in	-----	430,452
- Protected status suspended when all jobs within his seniority district abolished due to closing of department but restored when work opportunities restored	-----	435,494,496
- Reduced were employe not available	-----	183,215,481
- Restored	-----	186,446,455, 458,460,462
- Restoration of benefits following application of decline in business formula and subsequent increase in Carrier's business	-----	448

- Where employe voluntarily bids lower rated job -----	22,145,214, 233,447,451
- Where employe worked different classifications -----	141
Guaranteed rate not lost when former dismissed incumbent returned to job -----	429
Guaranteed rate not lost where employe does not take higher rated job requiring change of residence -----	134,239,270, 271
Guaranteed rate not reduced permanently after employe performs unassigned work classified as service work under April 15, 1986 National Agreement -----	493
Guaranteed rate provided in implementing agreement -----	197
Guidelines for implementing agreement on Terminal Company -----	155,156, (213 (D) ,277, 283,297,380, 406
Headquarters and work not synonymous -----	107
<b>Health and Welfare Benefits</b>	
- Carrier not required to pay health and welfare benefits for months when no service is performed (Section 8 of WJPA) -----	217
Holiday pay not included in normal rate of compensation -----	225
Implementing agreement granting separation allowance subject to 7 day provision of Article V -----	24
<b>Implementing Agreement</b>	
- Guidelines for Terminal Company -----	155,156, 213 (D) ,277, 283,297,380, 406
- May enlarge seniority district or roster -----	171,214,215, 447,451
- May require transfer of employes beyond Schedule Agreement territory -----	12

- Not applicable to non-protected employees without specific inclusion -----	151
- Not required for temporary assignment in other department -----	32
- Not required for temporary assignment within craft -----	66 (D) , 70 (D) , 142
- Not required to dualize agencies -----	286
- Not required to transfer clerks' work to telegraphers where permissible before 2/7/65 -----	2,204,392, 393,394
- Not required to transfer work across seniority lines if permissible before 2/7/65 -----	40,43 (D) , 124,189,191, 206,216
- Not required to transfer work only whether or not permissible before 2/7/65 -----	43 (D) , 124, 189,191,206, 216,252,276, 286,404
- Not required to transfer work without employee -----	3,43 (D) , 124,189,191, 206,216,252
- Not required when TCS replaces CTC and new machine operated by employees of another craft account work not then within scope -----	442
- Not required where Carrier sells portion of line -----	472
- Not required where change permissible under prior agreement -----	42,248,252
- Obligated to make on Terminal Company -----	155,156,202, 213 (D) , 262, 283,297
- Organization may not refuse if consistent with 2/7/65 agreement -----	8,129,297 427,490
- Proposed by Carrier on its face complies with Article III in that craft lines not crossed -----	6
- Provides guaranteed rate -----	198
- Required for permanent transfer of employees across seniority lines -----	70,142,216, 417
- Required to transfer protected employees to other roster ahead of unprotected employees -----	78,90

- Required to transfer protected employees to other roster and dovetail with non-protected employees -----	67,79
- Required where a permanent transfer of employees across seniority lines is done -----	216,417
- Revised by Board -----	67,79,427
- Transfer employees where no tech., etc., change -----	35
- Travel expense for temporary assignment not payable -----	90
- Unambiguous, not changed by Board -----	244

#### Information

- Individual cases -----	64,65,226, 311,329,360
- List of protected employees only -----	64,226,311, 329,360

#### Job Abolishment

- Due to bridge wash out -----	454
- Due to <u>New York Dock</u> , not Feb 7 -----	485
- Due to sale of portion of line -----	472
- 6/16/64 not related to ERIE/DLW merger -----	18
- In anticipation of decline in business (U.S. Steel Strike) -----	469
- Is a tech., etc., change -----	220,301,442
- Not a tech., etc., change -----	7,167,235, 287,300,301, 370,432,470, 471,480,494

#### Jurisdiction

- Extends to WJPA -----	480
- Not extended to issues involving Schedule Agreement -----	113,199,236, 275,284,318, 399
- Not where 2/7/65 Agreement amended to provide disputes to be handled "in usual manner as required by RLA" (claims to NRAB) -----	473

- To consider rights of unprotected employees -----	91,111,112, 114,151
- To approve decline in business formula -----	297,469,470
- When employe resigns and waives right to claim, the Board will dismiss the claim -----	474,475,485
- Where claim filed with NRAB -----	141,176,199, 247,285
- Where not handled in usual manner -----	243
<b>List of protected employes furnished by Carrier -----</b>	<b>64,65,311</b>
<b>Loss of Protection</b>	
- If extra man consistently refused calls -----	16,126,182, 185,267,305, 455
- Lost in a situation where a facility is completely shut down since the recall provision cannot apply nor does the Feb. 7, 1965, provision apply -----	352,373,408, 409,415,425, 431,435,486, 494,496
- Not where employe failed to bid on excepted positions -----	478
- Protective status suspended when all jobs within his seniority district abolished due to closing of department but restored when work opportunities restored -----	435
- Restored when new Notice of Availability submitted after Carrier revoked same for missed calls and lay offs -----	455,458,460, 462
- Where employe fails to exercise seniority -----	170,447,451
- Where employe voluntarily restricts area for exercise of seniority -----	96,138,157, 162,403
- Where employe voluntarily transfers to other seniority district -----	75(D)
<b>Monthly Rated Position</b>	
- Overtime -----	165,229,481
- Separation allowance computations -----	492
<b>Moving Expenses</b>	
- Entitled for one move -----	238

- Moving allowance and five days pay not lost when agreement forces employes to displace on a position requiring a change in residence, even if he could later have obtained a position without changing residence -----	290
- Not payable when employe voluntarily bids position -----	133,270,279
- Not payable where employe displaced in own seniority district and no tech., etc., change involved -----	7,160,167, 198,471,472
- Not payable when no tech., etc., change -----	76,160,167, 370,471,472
- Not payable when employe moves on his own anticipating a bump -----	279
- Payable if made within the time provided by the WJPA if qualified -----	238
- Payable - organizational change -----	132,135,235, 238,340
- Time Limit rule of Schedule Agreement apply -----	150,238
<b>Naming Claimants</b>	
- Must be identifiable -----	64
<b>National Carloading Company employes not protected</b> -----	1
<b>Net Revenue Ton Miles</b>	
- Terminal Company -----	27,297
<b>Normal Rate of Compensation</b>	
- Daily rate guarantees can be computed on a monthly basis -----	450
- Does not include allowances payable under specified conditions -----	137,402
- Does not include classification and evaluation fund -----	163,196,361
- Does not include holiday pay -----	225
- Does not include housing allowance -----	166
- Does not include rest day service -----	227
- Does not include regular assigned overtime -----	227,254,280, 299
- Does not include tunnel differential -----	94

- Includes classification and evaluation fund (Contra see Award 1 TCU vs. SCL) -----	147 (D), 210, 211
- Includes regular overtime -----	46, 47, 48, 227
- Rate of position assigned 10/1/64 -----	130
- Excludes payments under other agreements -----	105
- Monthly rate guarantees can be computed on a daily basis -----	481
- Reduced -----	214
 Notice of Abolishment in emergency -----	 115, 200, 242, 454
Offset of compensation earned under other agreement -----	53, 183, 184, 316
Offset of other earnings not allowed -----	234
Offset of declined overtime earnings -----	481
 Operational Change	
- Abandonment of heavy repair shop -----	3
 Organizational Change	
- Combining seniority districts -----	235
- Dualization of agencies -----	286
- Job abolished and reestablished in same seniority district -----	132, 220, 301
- Station closings -----	220, 301
 Overtime	
- Carrier may credit overtime compensation worked on a position acquired subsequent to Oct. 1, 1964 against the guarantee or normal rate of compen- sation, when the position to which the employe was regularly assigned, i.e., (star agent) on October 1, 1964 did not normally work overtime -----	229
- Earnings declined may be offset against guarantee -----	481
- Earnings shall not be utilized as an offset against the guarantee protective rate -----	397



- Included in normal rate of compensation if regularly assigned -----	46,47,48, 227,254,280, 299,367
- Not included in normal rate of compensation -----	227,229,254, 280,299,481
- Worked as Carrier requested not included in normal rate of compensation -----	227,254,280, 299

#### Physical Disability

- Employee not entitled to benefits if unable to work job seniority entitles him to -----	30,45,159, 468
- To work job of another classification under same agreement - protected status not lost -----	149
- To work job under another contract protected status not lost -----	136,484

Position can be assigned to only one employee at one time -----	38
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Prior Agreement not preserved -----	253
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#### Procedural Defect

- Argument not introduced during handling on the property -----	419,427,468
- Because it was not appealed to highest designated Carrier officer (however, claim also denied on merits) -----	243
- Because 2/7/65 Agreement amended to provide disputes to be handled "in usual manner as required by RLA" (Claims to NRAB) -----	473
- Remanded to ICC for interpretation of employee protective benefits -----	374,375,377
- When employee resigns and waives rights to claims, the Board will dismiss the claim -----	474,475

#### Protected Employee

- Assignment to "make work" job does not nullify seniority of senior unprotected employee -----	91
- Assignment to perform unassigned "service work" under April 15, 1986 National Agreement does not permanently reduce protected rate -----	493
- Can be required to break-in on days he is not called to work in order to qualify for protective benefits -----	452

- Cannot be furloughed without decline in business -----	164,203
- Carrier cannot remove protected status of all protected employees where one location (warehouse) on a seniority district is closed -----	431
- Carrier cannot require employees to work outside of their class or craft and if they refuse take their protection away if language in the agreement prohibits same -----	358-401
- Carrier required to furnish list of protected employees but not list of guaranteed compensation except in individual cases. Sixty day time limit applies, however, Organization must file claim and request information, cannot sit back and claim Carrier was in error -----	226
- Displaced from position by reinstated incumbent does not lose guarantee -----	429
- Displaced voluntarily is protected at rate of position held on 10/1/64 -----	44 (D) ,181, 194,214
- Disqualified due to discipline -----	177,259
- Elected furlough loses protection -----	45,267,363
- Employee protected under the BRAC Agreement who is permitted to work in another craft or class (Fire & Oilers) does not have to pay dues under the Union Shop Agreement to the F&O to retain his protected status under the BRAC Agreement -----	363
- Employees regular or extra who retain or obtain (by bidding or displacing) a regular position when such is available to him after Dec. 24, 1965, shall retain his protected status under the terms of Art. II, even though such employee may not have done so prior to December 24, 1965 -----	329-338
- Employees who are employed cannot be denied their protective benefits -----	321,322,368, 376
- Entitled to protected rate without offset of earnings as brakeman -----	53,234,316
- Excepted position not available in the exercise of seniority rights -----	478
- Furloughed must accept temporary work in other department -----	32
- Furloughed must respond to call for extra work -----	4
- If on extra list 10/1/64 per agreement or practice -----	121

- Loses his protection when he relinquishes his seniority in one department to obtain work in another -----	381
- Loses protection by voluntarily restricting availability -----	162
- Loses protection by voluntarily transferring to other seniority district -----	75 (D) , 168
- Loses protection if seniority not exercised in accordance with rules on or after 2/7/65 -----	103,168,256, 327,339,386, 400
- Loses protection for failure to exercise seniority -----	69,168,256, 298,307,386, 400,447,451
- Loses protection for the month in which he has his telephone discontinued, thus making it impossible for the Carrier to call him for work -----	292 (D)
- Loses protection for the period of time refuses to respond to extra work in another seniority district -----	465
- Loses protection when he voluntarily restricts area for exercise of seniority -----	96,138,162, 256,266,403
- Lost in a situation where a facility is completely shut down since the recall provision cannot apply nor does the Feb. 7, 1965, provision apply -----	352,373,408, 409,415,425, 431,435,486, 494,496
- May be used on other seniority district within craft for temporary assignment -----	66 (D) , 70 (D)
- May transfer to new work location on exercise seniority within seniority district -----	106
- Must accept position when recalled -----	39,484
- Must be employed by Carrier party to Agreement -----	1
- Must be recalled after strike -----	148
- Must be regularly assigned on the first of the month after acquiring requisite seniority in order to be protected -----	457,459,464
- Must be retained in service -----	102,164,203, 321,322
- Must exercise seniority to obtain position -----	39,45,157, 158,170,171, 208,209,214,

	288,290,298, 339,363,366, 400,413,447, 451,478
- Must exercise seniority to position not requiring change of residence -----	190,307,366, 381,386,421, 423,476
- Must have reason to decline work within craft across seniority lines -----	169,465
- Not transferred, paid protected rate - Implementing agreement not required -----	3
- Not where Implementing Agreement to purchase portion of Milwaukee Road did not provide for 2-7-65 entitlement -----	482,483
- On extra list failed to respond to calls -----	16,126,182, 185,267,305
- On temporary assignment gets travel expense only if schedule agreement provides -----	97
- Protected employee entitled to protected rate for days required to break-in -----	430,452
- Protected status suspended when all jobs within his seniority district abolished due to closing of department but restored when work opportunities restored -----	435
- Refusing position loses protection -----	39,189,288, 317,339,366
- Reinstated after dismissal gets benefits -----	108
- Reinstated after dismissal no benefits -----	259,428
- Restored to list of protected employees -----	28,172,175, 185,444,449, 455,458,460, 461,462
- Seasonal employee is entitled to his guarantee equivalent to his 1964 seasonal employment period -----	237,439
- Status not lost where displaced due to job bulletined -----	165
- Status not lost where displaced employee bids on position and is assigned within time period for exercising seniority -----	461
- Status not lost where right to exercise seniority expired before 2/7/65 -----	63,104
- Suspend protection by voluntarily transferring to other craft -----	411
- Though furloughed 11/30/64 -----	14,203

- Though furloughed from craft in which initially employed outside agreement -----	161
- Transferred to other roster placed ahead of unprotected employees -----	78, 79, 90
- When furloughed must have averaged 7 days per month in 1964 even if he worked 10/1/64 -----	51(D), 138(D)
- Who makes himself available for positions within his craft and failing to obtain a position either thru lack of sufficient seniority or qualification he then makes himself available for any position. If Carrier should place him on a position outside his craft and not under the Feb. 7, 1965 Agt. he loses his protection only for the time he is working outside the agreement. In other words, he regains his protection when he returns to his former craft -----	362-411

#### Protected Rate

- Adjusted upward only by general wage increase -----	68
- Daily rate guarantees can be computed on a monthly basis -----	450
- Does not include excepted positions -----	36,195,205, 260,295
- Does not include holiday pay -----	225
- Does not include housing allowance -----	166
- Does not include rest day service -----	227
- Does not include travel expenses -----	54,143
- Does not include tunnel differential -----	94
- Employee becoming protected while on step-rated position does not have protected rate increased by subsequent step-rate increases -----	493
- Employee does not lose protection or protected rate when he bids on another position with a lower rate, when the initiating action was caused by Carrier abolishing a position thus causing a chain reaction -----	208,209
- Employee does not lose protection when he fails to bid on excepted position -----	478
- Employee does not lose protection when he fails to bid on temporary vacancy -----	212
- Establish protected rate for employee returning from official position -----	433,434
- Is rate of job regularly assigned 10/1/64 -----	68,207,208, 209,224,295, 323

- Is rate of regular assignment not temporary assignment -----	68,208,209, 343
- Lost where employee bids temporary lower rated job -----	259
- Lost where employee fails to bid higher rate job -----	256,421
- Lost where employee takes lower rated job not requiring change of residence -----	144 (D) , 216,233,447, 451
- Monthly rate guarantees can be computed on a daily basis -----	481
- Not changed account claimant had a protected rate and he bid on and was awarded another position due to disciplining of employee who was later reinstated and claimant was required to return to his former position, however, the rate on his former position was lowered. Award said he must retain his former rate although the rate of the position was changed -----	323
- Not lost if Agreement requires employee to bid in a regular position when it becomes available paying a lower rate -----	288
- Not lost when employee who cannot obtain a position not requiring a change in residence is not obligated to seek a position paying the same or higher rate than his protected rate when a change in residence is required -----	320
- Not lost where employee takes lower rated job not requiring change of residence -----	29,134,145, 190,208,209, 239,256,271, 302,477
- Not lost where employees have option granted by Implementing Agreement -----	68,208,209, 343
- Not reduced due to employee being force-assigned to lower-rated position -----	441
- Offset by higher-rated position which did not require a change of residence -----	476
- Offset by overtime earnings declined -----	481
- Payment of -----	268,269
- Protected employee entitled to protected rate for days required to break-in -----	430
- Protection status suspended when all jobs within his seniority district abolished due to closing of department but restored when work opportunities restored -----	435

- Provided in Implementing Agreement -----	197
- Restored -----	186,446,455, 460,461,462
- Status not lost unless stated specifically otherwise; none of the 2/7/65 protective provisions are lost or nullified by the terms of an implementing agreement made to affect the coordination of facilities under the WJPA Agreement -----	221,222,223
- Suspended where employe voluntarily transfers to other craft -----	441
- Where employe voluntarily takes lower rated job -----	193,216,233, 302,447,449

#### Protected Status

- Carrier cannot remove status of all protected employees where only one location (warehouse) on a seniority district is closed -----	431
- Gained only if regularly assigned on the first of the month after acquiring requisite seniority -----	457,459,464
- Lost for failure to respond to calls -----	16,126,182, 185,267,305
- Lost where Carrier goes out of railroad business -----	486
- Lost where employe bids lower rated job -----	233,447,451
- Not lost if employe holds seniority on two districts and gives up seniority in one to obtain a regular position in the second district -----	355,356
- Not lost when displaced by reinstated former incumbent of position -----	429
- Not lost where all qualifications met on 10/1/64 -----	251,272,303
- Not lost where Carrier fails to comply with Schedule Agreement -----	4,33,39, 189,203,446, 484
- Not lost where Carrier revoked employe's Notice of Availability for missing calls and laying off once new Notice of Availability submitted -----	455,458,460, 462
- Not lost where displaced employe bids on position and is assigned within time period for exercising seniority -----	461

- Not lost where disqualified for insufficient fitness and ability -----	194,205,303, 411,413,418, 437,484
- Not lost where employe declines extra work away from home location -----	122
- Not lost where employe fails to bid on excepted position -----	478
- Not lost where employe physically disqualified from work of other classification -----	149
- Not lost where employe physically disqualified to work job under other contract -----	136
- Not lost where employe restricts his availability for recall until such time as he fails to obtain or retain a position in the exercise of his seniority -----	444,449
- Not lost where extra employe declines temporary vacancy -----	212
- Not lost where work across seniority lines refused -----	169,241,465
- Suspended when employe refuses work in another seniority district -----	465
- Suspended where employes voluntarily transfers to other craft -----	411
Protection lost for failure to exercise seniority -----	69,157,170, 171,243,298, 307,366,386, 447,451
Protection lost where employe voluntarily transfers other seniority district -----	75,168
Protection not lost when displaced by reinstated former incumbent -----	429
- Not lost where employe restricts his availability for recall until such time as he fails to obtain or retain a position available in the exercise of his seniority -----	444,449
Protection not lost where displaced employe bids on position and is assigned within time period for exercising seniority -----	461
Protection not lost when extra employe furloughed -----	17
Protection not lost when furloughed employe fails to get job before 2/7/65 -----	63,251



Protection not lost when furloughed unless work refused -----	240,411
Protection not lost when one location (warehouse) on a seniority district is closed -----	431
Protection status suspended when all jobs within his seniority district abolished due to closing of department but restored when work opportunity restored -----	435,494,496
- Protection suspended where employee voluntarily transfers to other craft -----	411
Recall restriction -----	444,449
Reduction in work force in emergencies -----	115 (D), 123,148,200, 242,245,247, 454
Reduction in work force limited to attrition credits -----	10,215
- Parties must negotiate an agreement for substitute formula -----	202
<b>Refiling Claim</b>	
- The refiling of an identical claim between the same parties does not revive the claim, (see 2nd, 3rd, 4th Division Supporting Awards) -----	384
Regularly assigned position not necessarily bulletined position (MofW Agreement) -----	15
Regularly assigned position to only occupant 10/1/64 -----	38,207
Reinstated employee entitled to benefits -----	108, 259 (Contra)
<b>Resigns</b>	
- Employee resigns prior to date of Implementing Agreement being effective loses protection -----	261
Respond to calls necessary to maintain protected status -----	126
Rest day service not included in normal rate of compensation -----	227

Restoration of benefits following application of decline in business formula and subsequent increase in Carrier's business -----	448
Retention of positions not required -----	10,128,180
Retroactivity	
- Money claims - 60 days -----	62
Return to Active Service	
- Not necessarily on home district -----	59
Scope Rule violation not barred by 2/7/65 Agreement -----	230,275,427, 442,480
- When work performed by a protected employee is work not within the Scope of any craft agreement it is not considered crossing lines to perform the work -----	294 (D)
Seasonal employee status not proved by Carrier -----	99
Seasonal protected employee -----	98,237,274, 278,312,439, 490
Seniority District Consolidation	
- Organization not required to make Implementing Agreement -----	5
Seniority district enlarged by Implementing Implementing -----	171
Seniority flows from collective bargaining contract -----	34,236,246
Seniority lines may be crossed from temporary assignment in accordance with seniority rules -----	66 (D) , 70 (D)
Seniority Lines	
- Abolishment of position and an employee's subsequent displacement of another employee does not constitute a voluntary exercise of seniority -----	208,299
- Cannot refuse temporary work in another seniority district -----	465

- Transfer of work only within same seniority district no implementing agreement required -----	40,42,43, 106,124,189, 191,206,216, 219,248,276, 291,347
- Watchman cannot decline trackman job without valid reason -----	169,240,241
Seniority of Clerk & Telegrapher now moot, due to merger -----	249
Seniority of transferred protected employee retained -----	79
Seniority of transferred protected employee not retained -----	244
Seniority rights not lost for failure to exercise -----	69
Separation Allowance	
- Specific work that is calculated as a fixed side payment is an established part of the employee's daily rate and should be considered as his regular daily rate in computing his separation allowance -----	304
Separation allowance computer per Section 9(b) WJPA -----	192,304,492
Separation allowance due where employee had 15 years of employment relationship -----	34,281
Separation allowance not allowed -----	219,273,282, 291,468
Separation allowance not due employee who has 15 years employment relationship and voluntarily exercises his seniority on another position requiring him to move when he could have exercised his seniority on a position not requiring a move (See Award 34) -----	291
Separation allowance not due employee who is not required to move and entitled to position through exercise of seniority or Implementing Agreement -----	219
Separation allowance provided for in Implementing Agreement subject to 7-day provision of Article V -----	24,273

**Strike**

- Anticipated strike permits reduction based on anticipated decline in business ----- 469
- Permits reduction of force ----- 148,424,469
- Time claims properly before Third Division ----- 178,199

**Strike or Emergency**

- Carrier may not reduce forces unless its business has been affected by the strike. The mere existence of a strike elsewhere that does not affect Carrier is not sufficient to abolish positions ----- 341,342,368,369
- No emergency when river froze but barge traffic continued and no showing by Carrier the freeze was more severe than past years ----- 463
- The sixteen hour advance notice by Carrier in emergency conditions was eliminated in the February 25, 1971, national agreement, however, if an employee reports for duty without having been previously notified not to report, he shall be paid four (4) hours pay at the rate for his position ----- 245,368,369

**Supervisory position not subject to protective provisions** ----- 36,195,205,260

**Suspension and abolishment synonymous** ----- 200,242

**Suspension not synonymous with abolishment** ----- 115 (D)

**Technological change**

- Installation of CTC ----- 2,387,388,389
- Installation of DICC ----- 43

**Temporary abolishment and suspension synonymous** ----- 200

**Temporary Assignment 10/1/64**

- Rate of regular assignment is protected rate ----- 207

**Temporary assignment across seniority lines cannot be refused without valid reason** ----- 169,465

Temporary assignment claimed, protected employee gets travel expense only when Schedule Agreement so provides -----	97
Temporary assignment filled without Implementing Agreement by protected employee of other seniority district -----	60 (D)
Temporary suspension not synonymous with abolishment -----	115, 242 (Contra)
Temporary transfer in emergency does not require Implementing Agreement -----	142
Temporary Vacancy Bid	
- Lost guarantee rate -----	259
Temporary vacancy may be declined by extra employee -----	212,465
Terminal Company	
- Decline in business -----	27,119,201, 202,215,283, 297,348,349, 435,487,488, 495
- Implementing agreement guidelines -----	155,156, 213 (D), 277, 283,297,380, 406
- Parties obligated to make implementing agreement -----	155,156,202, 262,291,292, 297
Test Period	
- Earnings and hours computed -----	173,481
- Earnings and hours include all earnings and time paid by Carrier -----	23,173
- Earnings exclude compensation as business car attendant -----	184
Throughout System means Carrier's system and not Schedule Agreement territory -----	12
Time limit extended where Carrier delays information -----	98,425
Time limit not extended where Carrier delays information -----	226

Time limit rules apply on money claims	-----	62,63,131, 150,166,255, 261,299,308, 310,325,345, 353,354,357, 359,360,362, 383,384,385, 410
Time Limit rules waived		
- Meaning and interpretation of Agreement	-----	63
Time limit waived by Carrier and fixed by 11/24/65 Interpretations	-----	99,203
Time lost working under other agreement reduces guaranteed compensation	-----	183,411
Total compensation means all compensation paid by Carrier	-----	23
Transfer across seniority lines in emergency does not require Implementing Agreement	-----	142
Transfer allowance allowed	-----	221,222,223
Transfer allowance not allowed	-----	198
Transfer of Employee		
- And work permissible under Schedule Agreement - Implementing Agreement not required	-----	40,42,43, 106,346
Transfer of Work Across Seniority Lines		
- Implementing Agreement not required if permissible before 2/7/65	-----	40
Transfer of Work and/or Employee		
- Beyond Schedule Agreement territory but within system	-----	12
- By Implementing Agreement where no tech., etc., change	-----	35
- From Clerk to agent not permissible	-----	120
- From Clerk to telegrapher - Implementing Agreement not required if permissible before 2/7/65	-----	2,204

- From clerk to telegrapher - Implementing Agreement not required if permissible before 2/7/65 -----	2,204
- From telegrapher at closed station to clerk at nearby open station did not cross craft lines -----	11,276
- Implementing Agreement not required if permissible before 2/7/65 -----	120
- Not required - no Implementing Agreement required -----	3,43 (D) , 124,189, 191,206
- Not caused by change in billing procedure -----	20
- Not prohibited if benefits paid -----	230
- Permanently across seniority lines required Implementing Agreement -----	70,216,417
- Placed ahead of unprotected employees -----	78,79,90
- "Throughout system" does not include other Carrier -----	98
- To other Carrier not covered by 2/7/65 Agreement -----	9
- To other roster and dovetail with unprotected employees -----	67,79
- Within seniority district, protected employee may transfer to new work location or exercise seniority -----	106
- Without employees does not require Implementing Agreement -----	3,191,206, 346
- Without Implementing Agreement permissible whether or not Implementing Agreement required before 2/7/65 -----	40 (D) ,124, 191,206

#### Travel Expense

- No rule granting payment, however, Art. II, Sec. 3 of 2/7/65 Agt. requires parties to negotiate an Agt. for expenses in traveling -----	119,155, 156,201
- Not included in protected rate -----	54,55,56, 57,58,59, 60,143,153, 372
- Not payable where no tech., etc., change -----	69,167
- Not provided covering temporary assignment -----	90,201

- Paid on temporary assignment only when Schedule Agreement so provides -----	97
- Parties obligated to negotiate rule -----	201

#### **Unprotected Employee**

- Cannot claim work assigned to junior protected employee -----	50
- No rights from 2/7/65 Agreement -----	176
- Not covered by Implementing Agreement without specific inclusion -----	151
- Seniority not impaired in relation to junior protected employee by 2/7/65 Agreement -----	111,112
- Seniority not nullified by assignment of junior protected employee -----	91,114

#### **Voluntarily**

- Bids on job - no moving expenses payable -----	133,270,279
- Bids on temporary lower rated job -----	259
- Elects lower rated job -----	68,193,447, 451
- Elects to transfer to other craft - suspends protection -----	411
- Elects to transfer to other seniority district - loses protection -----	75(D),168
- Exercise of seniority - employee entitled to protected rate if unable to obtain other positions -----	44(D),181, 194,413
- Exercise of seniority - return from leave of absence -----	214
- Sickness is a voluntary absence from work -----	456

#### **Voluntary Exercise of Seniority**

- Employee not required to change residence -----	110
- In anticipation of job abolishment -----	257,258
- Not when employee force-assigned to bulletined position -----	441



- Not when job abolished	158,208, 209,223, 257,258, 299
- Not when job bulletined per agreement	165
- To lower rated job, guaranteed higher rate not preserved	22,132,214, 233,302, 447,451
- When by other employe subsequent displacements are considered voluntary as well	453
- Where employe is disqualified	13,26,364, 413

#### WJPA

- Board 605 has authority to hear WJPA disputes	480
- Changing headquarters points is not coordination	466
- Changing interchange points is not coordination	416
- Coordination agreement	285
- Coordination - remanded	296
- Displacement allowance	187,188,293
- Exercise of seniority requiring change of residence	266
- Past practice of allowing auto mileage not covered by Section 6(a) unless included in subsequent collective bargaining agreements	467
- Separation allowance	192,293,304, 492
- Transfer allowance under Implementing Agreement	221,222,223

#### Weather

- Emergency permits shifting forces	152,419
- Hurricane	247
- River freeze no more severe than past years, no justification to suspend protection	463

Work and headquarters not synonymous	-----	107
Work force of protected employees applied , to employees and not positions	-----	10,128,180