

DECISIONS ON DISPUTES ADJUDICATED UNDER SECTION 13 OF  
THE "AGREEMENT OF MAY, 1936, WASHINGTON, D. C."

DOCKET NO. 1 --- Withdrawn by Organization

The Order of Railroad Telegraphers )  
VS. ) PARTIES TO DISPUTE  
Seaboard Air Line Railroad )

QUESTION: Alleged **coordination** S. A. L. and A. C. L. telegraph facilities at Denmark, South Carolina.

Conclusion: To be held in abeyance pending further effort to settle the matter.

NOTE: Under date of March 23, 1939, E. J. **Manion**, The Order of **Railroad Telegraphers** jointly advised **Messrs.** Geo. M. Harrison and H. A. **Enochs** that a satisfactory settlement of the dispute had been made between representatives of the railroad and organization and requested that the dispute be withdrawn from further consideration of the **Committee**.

DECISION: Withdrawn by O. R. T.

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DOCKET NO. 2 --- Decision by Committee

The Order of Railroad Telegraphers )  
vs. ) PARTIES TO DISPUTE  
Gulf, Colorado and Santa Fe Railway )

QUESTION: Does agreement between the parties covering transfer of employees of Fort Worth and Rio **Grande** Railway to G. C. & S. F. Ry. when latter carrier purchased former , satisfy the terms of the Washington Agreement of May **1936?**

DECISION: **In the** absence of language in the Agreement of **May** 10, 1937 that it was in Lieu, or in **satisfaction, of** the Washington Agreement, the Washington Agreement applies.

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DOCKET NO. 3 --- Decision by Committee

Brotherhood Railway Carmen of America )  
vs. ) PARTIES TO DISPUTE  
Southern Pacific Company (Pacific Lines) and )  
Texas and New Orleans Railroad Company )

**QUESTION:** Alleged **coordination** of car repair work at EL Paso, Texas. Submitted **ex parte** by R. E. D., A. F. of L., December 13, 1938. (Heard January 9, 1939). **Sub-committee** to investigate appointed April 20, 1939). Report of the sub-committee was **received** and after review was found to **conform** with instructions. Upon motion duly made and adopted, the report of **the sub-committee was** accepted and **made** a part of the record in this case.

**DECISION:** It is agreed that the **management** of the Southern Pacific Company be given ninety (90) days from this **date** to make reply to the joint report of the sub-committee and submit any **supplementary statements** or **data** it **may** desire. **Twenty-five** (25) copies of such reply and statements **to be** forwarded direct to Mr. J. G. Luhrsen, Executive Secretary, **Railway** Labor Executives Association, Washington, D. C. and twenty-five (25) copies to Mr. H. A. **Enochs, Chairman**, Joint Conference **Committee**, Philadelphia, Pa. The representatives of the employees to be given **sufficient** time to **make** reply, **all** of which data are to be considered at further meetings of this **Committee**.

NOTE: Subsequently withdrawn.

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DOCKET NO, 4 --- Decision by **Committee**

Order of **Railway** Conductors )  
vs. ) **PARTIES TO DISPUTE**  
Chicago, **Milwaukee**, St. **Paul** and **Pacific** Railroad )  
and **Chicago** and North Western **Railway** )

**QUESTION:** Alleged failure of carriers to apply **Washington** (Merger) Agreement in the assignment of C. M. St. P. & P. conductors to yard service in C. & N. W. yards and on C. & N. W. docks, Escanaba, **Mich.** Submitted **ex parte** by the Order of **Railway** Conductors.

**DECISION:** Under the facts presented we hold that the **Washington Agreement** of May, 1936, **applies** to the coordination of the Escanaba **yard and** dock operations **as** put into **effect** under the contract of April 11, 1935, providing for the **pooling** of certain iron ore **and** other traffic between the North Western and Milwaukee **roads**. To so hold is not to give retroactive effect to the Washington Agreement. The pooling contract, while **dated** April 11, 1935, by its terms **was** not to become effective until after approval by the Interstate **Commerce** Commission. The report and order of the Commission authorizing the pooling arrangement **was dated** November 18, 1936, **five** months after the effective date of the Washington **Agreement** (June 18, 1936). The pooling contract specifically included the **Escanaba yard** and dock operations as **well** as road haul and **Range** operations, **and** correspondence between executives of the two roads involved and Director Sweet of the Commission's Bureau of Finance shows that those **roads** construed the Commission's report and order **as** covering the **Escanaba** yard **and** dock operations as **well** as the other **features** of the pooling contract. While there were certain coordination in the operation of the Escanaba yard and docks prior to the **date** of the Commission's report and order, those were **admittedly** temporary, **tentative**, and experimental in nature, **each** being specially arranged for and

definitely limited to a single shipping season. The first complete, definite, and permanent coordination of the Escanaba yard and dock operations was **that put into effect following** the report and decision of the **Commission.**

This conclusion of the Committee is rested entirely on the merits of the case. The Committee feels, however, that the conduct **of all parties** involved during the earlier stages of the matter was such as might well be held to be sufficient to estop them from asserting at this late date that any feature of the entire arrangement covered by the pooling contract of April **11, 1935,** does not come under the Washington Agreement.

In line with the foregoing, this **Committee** holds that the Milwaukee conductors are entitled to an equity in the **Escanaba** yard. The evidence shows that the ore tonnage handled from Menominee Range into the **Escanaba** Yard is divided on the **basis** of 667. handled by Chicago & North Western crews and **34%** handled by Milwaukee crews. To the end, therefore, that this decision **may** be applied as intended, we further hold that the Milwaukee **conductors** are entitled to **man** the number of jobs **in** the **Escanaba** Yard necessary to handle the percentage of ore delivered into **that Yard** by Milwaukee crews. This decision **does** not preclude any of the parties from taking steps at any time to make necessary change in the **apportionment** of the jobs in the **Escanaba** Yard to conform to any changes which **may** take place in the percentage of ore handled into **that Yard** by the respective **railroads** involved.

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DOCKET NO. 5 --- Decision by Committee

The Order of Railroad Telegraphers )  
 vs. ) PARTIES TO DISPUTE  
 The Denver & Rio Grande Western Railroad Company )

QUESTION: Claim that H. M. **Hale** a regularly assigned telegrapher in the employ of the Denver and Rio Grande Western Railroad is, under Section **10-a** of the Washington Agreement of May, 1936, entitled to \$11.08 consisting of his moving expenses and traveling time while **going** to 8 new **location** as **8 result** of a coordination of **facilities** at Palmer Lake, Colorado, between the Denver and Rio Grande **West-**ern and Santa Fe **Railroads.** Submitted **ex** parte by The Order of Railroad Telegraphers, September 21, **1939.** Oral hearing is desired.

DECISION: Mr. **Hale's claim** is not one properly **allowable** under the "AGREEMENT OF MAY, 1936, WASHINGTON, D. C."

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DOCKET NO. 6 --- Withdrawn by Organization

The Order of Railroad Telegraphers )  
 vs. ) PARTIES TO DISPUTE  
 Wabash Railway Company )



