

DOCKET NO. 31 --- Withdrawn by Carrier

Kansas City Terminal Railway Company)	
The Atchison, Topeka and Santa Fe Railway Company)	
vs.)	PARTIES TO DISPUTE
Brotherhood of Locomotive Engineers)	
Brotherhood of Locomotive Firemen & Enginemen)	
Brotherhood of Railroad Trainmen)	

QUESTION: Is the "Agreement of May, 1936, Washington, D. C.," hereinafter called Job Protection Agreement, applicable to the herein described change in method of handling passenger car maintenance and servicing work at Kansas City, Missouri?

DECISION: Case withdrawn by Carrier.

DOCKET NO. 32 --- Withdrawn by Organization

Brotherhood of Railway & Steamship Clerks)	
vs.)	PARTIES TO DISPUTE
Louisiana and Arkansas Railway Company)	
Louisiana, Arkansas and Texas Railway Company)	

QUESTION: Request of the Brotherhood that Docket No. 19 which involved the claims of clerical, office, station and storehouse employees affected by the coordination of the Louisiana & Arkansas Railway and the Louisiana, Arkansas & Texas Railway, be reconsidered in connection with twenty-eight (28) unsettled claims which arose out of the application of the decision in that case which reads as follows:

"This is a coordination under the agreement of May 1936, Washington, D. C. . The parties agree to confer further in an effort to effect a disposition of this case."

DECISION: A ~~sub-committee~~ **sub-committee** of four will be appointed to investigate the merits of the claims in each of the twenty-eight cases in **dispute** and endeavor to effectuate a disposition of same. A full report should be made to this **Committee** with respect to any claims in which the **sub-committee** is unable to adjust to the satisfaction of the parties. Further consideration of the case by the Committee is suspended pending such report.

NOTE: Case subsequently withdrawn.

DOCKET NO. 33 ---Withdrawn by Organization

Brotherhood of Railway and Steamship Clerks))
vs.) PARTIES TO DISPUTE
Atlantic Coast Line Railroad Company)

QUESTION: (a) Failure and refusal of the Atlantic Coast Line Railroad Company to comply with and apply the provisions of the "Agreement of **May** 1936, Washington, D. **C.**" and of the Memorandum of Agreement, dated Jan. 23, 1946, between petitioner and Atlantic Coast Line Railroad Company, relating to coordination with its wholly owned subsidiary, the Atlanta, Birmingham & Coast Railroad Company.

(b) Request of the employees that the Atlantic Coast Line Railroad **Com-**pany be required to fully comply with and apply the provisions of said agreements and to accord appropriate displacement **allowance** to employees, **J. L. Johnson** and **Laura Horne** and to any and all others similarly situated who have already suffered or who may suffer loss in compensation as a result of such coordination.

DECISION: Case withdrawn.

DOCKET NO. 34 --- Withdrawn by Organization

Brotherhood of Locomotive Engineers)
vs.) PARTIES TODISPUTE
Denver and Rio Grande Western Railroad and)
Denver and Salt Lake Railway Company)

QUESTION: Consolidation of D. & R. G. W. and D. & S. L.

DECISION: Withdrawn.

DOCKET NO. 35 --- Withdrawn by Carriers

Pennsylvania Railroad Company and)
Chicago, Indianapolis and Louisville Railway Co.)
vs.) PARTIES TO DISPUTE
The Order of Railroad Telegraphers)

QUESTION: Coordination of separate interlocking facilities in tower at Maynard, **Indiana**.

DECISION: Withdrawn

DOCKET NO. 36 --- Withdrawn by Carrier

Louisiana & Arkansas Railway Company)
vs.) PARTIES TO DISPUTE
The Order of Railroad Telegraphers)

QUESTION: Deduction of rest days during first 6 months of guarantee period - \$152.60.

DECISION: Withdrawn.

DOCKET NO. 37 --- Decision by Committee

Brotherhood of Railway and Steamship Clerks)
vs.) PARTIES TO DISPUTE
St. -Louis-San Francisco Railway Company)

QUESTION: (A) Failure and refusal of the **St. Louis-San Francisco Railway Company** to comply with and apply the provisions of the "Agreement of May, 1936, Washington, D. C." and of Memorandum Agreements dated July 12, 1949, July 15, 1949, August 1, 1949 and September 6, 1949 between the petitioner and the St. Louis-San Francisco Railway Company and its owned and controlled subsidiary, the Alabama, Tennessee & Northern Railroad Company, relating to the coordination of certain departments or forces of the St. Louis-San Francisco Railway Company and the Alabama, Tennessee & Northern Railroad Company, effective August 1, 1949.

(B) Request of the employees that the St. Louis-San Francisco Railway Company must be required to fully comply with and apply **the provisions** of said **agreements and** to accord appropriate displacement allowance or separation allowance, as may be desired, to employee N. B. Sauce and to any all others similarly situated who have already suffered or who may suffer loss in **compensation** as a **result** of such coordination.

DECISION: **The record** is silent as to what happened to Mr. Sauce after he was displaced on August 29, 1950. If he was deprived of employment under the terms of **Section 7** **he** was entitled to the protection of Section 7 or to exercise his option under Section 9.

DOCKET NO. 38 --- Decision by Referee Gilden

Brotherhood of Railway and Steamship Clerks)
vs.) PARTIES TO DISPUTE
Union Pacific Railroad Company and)
Railway Express Agency, Inc.)

QUESTION: Failure and refusal of Carriers to comply with and apply the **provisions** of "Agreement of May, 1936, Washington, D. C.", with respect to affected clerical, office, station and storehouse employees **in the coordination** of certain operations and services of the Union Pacific Railroad Company and the Railway Express Agency, Inc., at Hinkle, Oregon.

(b) Request of the Brotherhood that the provisions of said agreement be fully complied with and applied by the Carriers and that all affected employees who have suffered or may hereafter suffer any monetary **loss as a result** of the Carriers' failure to apply and comply with the terms of the "Agreement of May, 1936, Washington, D. C." be compensated in full for all such losses.

FINDINGS: Union Pacific's electing to take over at its brand new Hinkle, Oregon Terminal, the handling of all mail and baggage work at Wallula, Washington, which it had previously contracted out to Railway Express Agency, was merely a recapturing of **certain** work obligations which it had been content, for many years, to delegate to outsiders. Throughout the entire period that the arrangement existed wherein **REA** was authorized to perform the transfer of UP mail and baggage at Wallula, UP did not itself engage in **such** activity either at Hinkle or at Wallula.

Concurrently with UP's removal of the Wallula mail and transfer work from **REA's** handling, to embark upon such performance at Hinkle under its **own** auspices, and **REA's** starting to conduct at Hinkle, the express business which it had formerly transacted at Wallula, the operations and services which were thereafter separately performed by UP and REA, contrasts sharply with that which had previously been rendered by REA alone. Thus, it cannot be said that, as a consequence of the abandonment of Wallula and the activating of the Hinkle terminal on September 2, 1951, any operations or services which had previously been performed separately both by UP **and REA**, through their own separate facilities, were thereupon unified, consolidated, merged or pooled.

It is in this significant respect that the disputed occurrence **is** not compatible with the "coordination" concept espoused by the Washington Agreement.

DECISION: (a) That a "coordination" of operations and services of the Union Pacific Railroad Company **and** the Railway Express Agency, Inc., within the meaning **of the** "Agreement of May, 1936, Washington, D. C.", did not take place at Hinkle, **Oregon**, and therefore, said Agreement is not applicable to this dispute.

(b) Request denied,

DOCKET NO. 39 --- Decision by Referee **Gilden**

Brotherhood of Railway and Steamship Clerks)	
vs.)	PARTIES TO DISPUTE
St. Louis-San Francisco Railway Company, and)	
Rock Island-Frisco Terminal Railway Company)	

QUESTION Nature and refusal of Carriers to comply with and apply the provisions and intent of "Agreement of May, 1936, Washington, D. C." with respect to affected clerical, office, station and storehouse employees in the coordination of certain operations or services of the St. Louis-San Francisco Railway Company and the **Rock** Island-Frisco Terminal Railway Company at St. Louis, Missouri.

(B) Request of the Brotherhood that the provisions of said agreement be fully complied with and applied by the Carriers and that all affected employees who have suffered **or** may hereafter suffer any monetary loss as a result of the Carriers' failure to apply and comply with the terms of the "Agreement of May, 1936, Washington, **D. C.**" be compensated in full for all such losses.

FINDINGS: When, during the period between November 13 and December 4, 1950, the St. Louis-San Francisco Railway Company took back into its fold at its own Seventh Street Station in St. Louis, Missouri, a part of the LCL freight business that it had formerly diverted to the Rock Island-Frisco Terminal Railway Company for handling at the Terminal Company's Broadway freight station in the same city, a greater portion of the **StL.-SF** LCL freight operations in St. Louis became centered at that one location. In this manner there was accomplished a consolidation of operations and services that had formerly been separately performed by the StL-SF at its Seventh Street Station, and by the Terminal Company at its Broadway Station.

Totally apart from any consideration of **the** commitments which may or may not have been made by the Chicago, Rock Island and Pacific Railroad Company (the partner of **StL-SF** in the ownership of the Terminal **Company**) it suffices to say that joint action by StL-SF and RIFT, both being parties to the Washington Agreement, was implicit in the arrangement whereby StL-SF regained the **exclusive** handling of a greater portion of its own LCL freight business.

Thus, **it must** be concluded that the development made subject of this dispute, conforms, on all fours, to the **definition** of "coordination" contained in Section 2 (a) of the Washington Agreement.

DECISION: 1. That the "Agreement of May, 1936, Washington, D. **C.**" applies **to** those clerical, office, station and storehouse employees who were affected by the coordination accomplished between November 13 and December 4, 1950, of operations and services of the St. Louis-San Francisco Railway Company and the Rock **Island-Frisco** Terminal Railway Company.

2. Request sustained.
