

I N D E X

	<u>Docket No.</u>
Abandonment of Atlanta Joint Terminals-----	51
Abandonment of joint facility to use other Carrier's facility evidence of coordination-----	71
Abandonment of joint facility to use own service not a coordination-----	25,26,28,61,100
Abnormal test period earnings-----	62,137
Adverse effect deferred, employee protected-----	52,53
Adverse effect due to loss of extra work by regular employee-----	121
Adverse effect due to reduced traffic account coordination of other facilities-----	132
Adverse effect from second coordination within first protective period-----	132
Adverse effect may result where employee on furlough part of year prior to coordination-----	103
Adverse effect not caused by coordination-----	63,64,103,109, 125,146, 147
Adversely affected where employee holds same position after coordination-----	131,132
Agencies consolidated, assignment of employees-----	89
Agreement, Implementing, is not in lieu of WJPA-----	2
Agreement required under Section 5-----	57,70, 165
Agreement setting up inter-railroad runs not a coordination-----	88
Agreement under Section 5 not reached, Carrier's pro- posal made effective-----Resubmitted Docket	70,90,98
Agreements, Implementing (three made at same time but after merger considered related-----	105
Allocation of forces bargainable under WJPA-----	119
Allocation of forces where no agreement reached by the parties; Carrier's proposal made effective--Resubmitted Docket	70,98
Allocation of percentages in coordinated facility, Escanaba Yard-----	8,14
"Another available position" does not include ex- cepted positions-----	40
Anticipation of a coordination-----	103,109,125
Anticipation of a coordination, evidence inconclu- sive (also see dissent)-----	92
Application of WJPA not involved where Carrier changes freight route via other available connections -----	10
Application of WJPA to coordination of Escanaba Yard-----	4,14
Application of WJPA where employee not represented by labor organization-----	63
Arbitration agreed upon in implementing agreement in lieu of Section 13-----	88
Arbitration provided in Oklahoma Conditions does not dis- place jurisdiction of Section 13 Committee-----	64
Assignment of employees, consolidation of two one-man agencies-----	89
Assignment of employees, where no agreement reached Car- rier's proposal made effective-----Resubmitted Docket-	70
Assignment of employees includes right to agree on number of employees-----	119

Atlanta Joint Terminals an unincorporated agency of using Carriers (See PD 18945 ICC Order 5/17/60 hold- ing employees of AJT are employees of L&N)-----	51
"Attrition" as price of Implementing Agreement-----	119
"Available position, another," does not include excepted position-----	40
Available position 88 miles away requires change of residence-----	67
Available position 118 miles away requires change of residence-----	99
Birmingham, Ala., CGA work performed by IC when transferred to SOU is a coordination (Decision in Dockets 47, 51 and 59 overruled)-----	140
Bison Yard coordination-----	119
Bloomington, Ind. transfer of work by CI&L not a coordination-----	16
Buffalo, N. Y. coordination of coal dock facilities of LV& DL&N-----	23
Carriers' proposal allocating forces made effective where agreement not reached----- "-----"	70,98
Change of crew assignments where inter-railroad runs established not a coordination-----	88
Change of residence not required to avoid forfeiture of displacement allowance-----	58
Change of residence required where available position 88 miles away-----	67
Change of residence required where available position 118 miles away-----	99
Charleston Union Station - withdrawal by SOU and SAL to use own facilities not a coordination-----	25,26
Cincinnati City Ticket Office of B&O closed, result of Joint action-----	106
Cincinnati Union Terminal - withdrawal of using Carriers to use own facilities not a coordination-----	100
City Ticket Office of B&O at Cincinnati closed and work transferred to Union Terminal-result of joint action-----	106
City Ticket Office of CRI&P at Houston closed and work transferred to HB&T was a coordination-----	128
City Ticket Office of CRI&P at Kansas City closed and work transferred to Union Terminal-result of joint action---	68
City Ticket Office of PRR at Detroit closed - not result of joint action-----	56
Claim under WJPA not barred by claim to NUB-----	106,122
Closing City Ticket Office of B&O at Cincinnati and transfer of work to Union Terminal-result of joint action----	106
Closing City Ticket Office of CRI&P at Houston and work transferred to HB&T was a coordination-----	128
Closing City Ticket Office of CRI&P at Kansas City and work transferred to Union Terminal result of joint action-----	68
Closing City Ticket Office of PRR at Detroit not a coordina- tion where no showing made joint action was required-----	56
Closing tower when traffic reduced due to consolida- tion of other facilities-----	132
"Comparable hours" considered in computing displacement allowance-----	65,78

Compensation of position employee elects to decline-----	58
Computing displacement allowance - overtime and comparable hours-----	65,78
Computing displacement allowance - subsequent changes in rates not considered-----	9
Conditions imposed by ICC not in lieu of protection of WJPA----	27,52,53
Consolidation of two one-man agencies, assignment of employees-----	89
Coordination, effective date of (Escanaba Yard) - follows report and decision of ICC-----	4,14,105
Coordination, effective date. of - must first comply with Section 4 and 5 of WJPA-----	13
Coordination, time of-----	4,14,105
Coordination, transfer of work by C&EI at Bloomington, Indiana) not a coordination-----	16
Coordination, transfer of work by CI&L at New Albany, Indiana, is a coordination-----	7
Coordination allowance not prorated-----	127
Coordination effected when CofGa work performed by IC employees transferred to SOL' (Decision in Dockets 47, 51 & 59 overruled)-----	140
Coordination effected when C&O and NSW tower abandoned and functions transferred centrally located joint tower-----	48
Coordination effected when C&EI work transferred to C&WI-----	59
Coordination effected when DL&W passenger station in Buffalo closed and reopened in former Erie Yard Office-----	132
Coordination effected when two DL&W telegraph offices combined at a former Erie yard office-----	130
Coordination effected when Wilson, N.C. Tower closed and work transferred from NS to ACL-----	75
Coordination effected when 3 miles of PE merged into SP system-----	70
Coordination not effected by establishment of inter- railroad runs or change in crew assignments-----	88
Coordination not effected by extension of CTC to integrated facilities-----	69
Coordination not effected by transfer of Erie and Wabash work to C&WI from C&EI not a party to the coordination-----	59
Coordination not effected when Erie consolidated two of its own offices-----	120
Coordination not effected when SP-UP cancelled arrangement with C&NW and routed passenger trains into Chicago via CMStP&P-----	47
Coordination not effected when Union Depot discontinues performance of switchtender service which is taken over by crews of using trains-----	61
Coordination of agencies at Sharon, Pa. unilaterally is violation of WJPA-----	57
Coordination of coal dock facilities of LV and DL&W at Buffalo-----	23
Coordination of facilities of L&A and LA&I-----	19,20
Coordination of facilities of SP and WP at Lathrop, Calif.-----	22
Coordination of work done by supervisor covered by WJPA but not proved by claimant ----- e-e-----	63:
Coordination requires joint action by two or more carriers-----	39,54,56,60
Coordination with previously coordinated facility-----	66

Corporate "veil" Charleston Union Station, owning Carriers will not be required to protect employees-----	25,26
CTC installed after merger of D&H with branch of Erie, held not a coordination for lack of proof CTC and merger connected-----	64
CTC installed after merger not 3. coordination-----	69
Dallas Yard coordination - Carriers' proposal on allocation of forces made effective where agreement under Section 5 not reached (also see dissent)-----	98
Damages for violation of WJPA ordered full back pay based on 12 month average less actual wages-----	106,122,124,125 130,140,141,142
Date of coordination - must first comply with Sections 4 and 5 of WJPA-----	13
Date of coordination (Escanaba Yard) follows report and decision of ICC-----	4,14
Date of coordination preceding June 18, 1963 - protective benefits not applicable-----	15
Deceased employee, heirs entitled-----	40
Deferred adverse effect, employee protected-----	52,53
Deprived of employment (also see dissent)-----	73,79
Deprived of employment, employee entitled to benefits-----	37,66
Detroit City Ticket Office of PRR closed, not result of joint action-----	56
Discontinuance of trains not show to be result of coordination-----	41
Displacement allowance, employee entitled to-----	18,21
Displacement allowance, employees on extra list not entitled (also see dissent)----- "a"; "a"----- "a"-----	95
Displacement allowance, employees reverting to extra list are entitled-----	9,17,127
Displacement allowance, how computed-----	65,78
Displacement allowance, subsequent changes in rates not considered when computing -----	9
Displacement allowance claim not barred by erroneous pursuit of coordination allowance-----	103
Displacement allowance computed on basis of higher rated job employee elected to decline-----	40
Displacement allowance denied for lack of evidence,-----	85,86
Displacement allowance due every month in which employee in worse position for 5-year period-----	67, 127, 128
Displacement allowance due where employee holds higher rated position-----	6 2
Displacement allowance not computed on basis of rate of excepted position to which seniority of claimant does not entitle employee ----- a-----	40
Displacement allowance not forfeited where an employee elects to decline position requiring change of residence-----	58
Displacement allowance not prorated-----	127
Displacement allowance where employee holds same position after coordination-----	131
Displacement allowance where test period earnings abnormally high-----	62,137
Displacement not caused by coordination-----	109
Diversion of business or traffic evidence of coordination-----	71
Duplicate payments under both ICC conditions and WJPA do not accrue-----	27
Earnings enhanced after merger did not persist -----	146

Earnings in Test Period abnormally high -----	62,137
Effective date of coordination, must first comply with Section; 4 and 5 of WJPA-----	13
Effective date of coordination follows report and decision of ICC (Escanaba Yard)-----	4,14
"Elected to decline" available position-----	101
"Elected to decline" position employee voluntarily vacated to bid on lower paid job-----	40
Election of remedies-----	106,122
"Elects to decline" position requiring change of residence, displacement allowance not forfeited-----	58
Eligibility for displacement allowance-----	62,65,67,125,129 131,135,139
Employees regularly assigned who revert to extra list entitled to displacement allowance-----	9,17,95
Employees assigned in consolidated facility-----	89
Employees holding excepted position protected-----	67
Erie. RR consolidated two of its offices not a coordination-----	120
Escanaba Yard coordination, application of WJPA-----	4,14
Escanaba Yard coordination, claim of Conductor Porterfield-----	14
Evidence. inconclusive where work transferred from MC Tower to JAY Tower (also see dissent)-----	92
Excepted position, occupant protected-----	63,67
Exercise seniority, employee elected not to-----	79,87
Expenses, moving, does not include reimbursement for daily mileage incurred-----	44
Expenses, moving, employee entitled to-----	18
Expenses, moving, not allowed-----	5
Extra board assignment can qualify as a "position"-----	66,103,108,135
Extra board assignment no: a position (also see dissent)-----	95
Extra employee assigned to extra board before and after coordination entitled to displacement allowance-----	17,103,108, 109,115
Extra employee whose standing on list affected not en- titled to displacement allowance (also see dissent)-----	95
Extra work lost by regular employee due to coordination-----	121
Facilities already coordinated at Ramsey, Ill., WJPA does not apply-----	45
Failure to reach agreement under Section 5, Carrier's proposal made effective-----Resubmitted Docket-	70,98
Forfeit of displacement allowance not caused by failure to take job requiring change of residence-i-----	58
Forfeit of separation allowance where employee re- fuses to accept regular employment-----	a7
Furlough status at time of coordination does not bar eligibility to benefits-----	103,108,139
Furloughed from NOUPT ten months after coordination employees entitled to protection-----	52,53
Further coordination-----	68,106
Higher rated position acquired, employee may still be entitled to displacement allowance-----	62
Hinkle, Ore., UP took back work previously performed by REA under contract not a coordination-----	38
Houston City Ticket Office of CRISP closed -Joint action-----	128
Implementing agreement can be written by Sec.13 Committee-----	119
Implementing agreement cannot require Carrier agree to attrition provision-----	119

Wm. H. Hinkle, Jr.

Implementing Agreement modifies WJPA benefits-----	134
Implementing agreement cannot require maintenance of minimum number of positions in consolidated service (also see dissent)-----	90
Implementing agreement not in lieu of WJPA-----	2
Implementing agreement provides separation allowance where change of residence required-----	99
Implementing Agreements (three made at same time but after merger, considered related)-----	105
Inter-railroad runs, establishment of, not a coordination-----	88
"Involved" in a coordination-----	47, 51, 59, 131, 140
"Involved" under Sec. 3(b) WJPA where railroad carrier and REA concerned-----	46
Job protection beyond WJPA cannot be required as condition of organization agreeing to implementing agreement (Also see dissent)-----	90
Joint action by two or more carriers required for coordination-----	39, 54, 56, 60, 63, 103, 105, 110, 140
Joint action consists of continued operation of Union Terminal-----	68, 106
Joint action not involved when Erie consolidated two of its offices-----	120
Joint action not taken by C&NW when SP-UP cancelled arrangement and routed passenger trains into Chicago via CMStP&P-----	47
Joint action taken when new tower took over functions of abandoned C&O and N&W towers-----	48
Joint action when Section 4 notice not given-----	57, 71, 75, 106
Joint action where officers and direction of two carriers are same-----	124
Jurisdiction of Section 13 Committee-----	25, 27, 47, 52, 53, 64, 88, 106, 141, 142
Jurisdiction of Section 13 Committee, supervisory control over arrangement of forces but not over rates of pay or rules (also see dissent)-----	98
Jurisdiction of Section 13 Committee to order Carrier to give Sec. 4 notice, pay damages, etc.-----	106, 141, 142
Jurisdiction of SEC. 13 Committee to write Sec. 5 Agreement-----	70, 106
Jurisdiction over interpretation of implementing agreement-----	99
Kansas City Ticket Office of CR&P closed as result of joint action-----	68
Laches - delay of 2 years not a bar-----	122
Lathrop, Calif., coordination of facilities of SP & WP-----	22
Leased lines comprise single carrier-----	60
Lindale, Ohio, transfer of work from NYC RR Eig Four to Western Districts-----	60
Loss in sale of home, employee entitled but not allowed for lack of proof-----	18
Loss in sale of home not reimbursable under terms of implementing agreement-----	134
Loss of position and unavailability of another entitled employee to coordination allowance-----	66
Louisville & Nashville merger (NOUPL Conditions)-----	105
Mileage incurred daily will not be reimbursed-----	44
Monthly allowances not prorated-----	137
Moving expenses, employee entitled to-----	18

Moving Expenses do not include reimbursement for	
daily mileage incurred-----	44
Moving expenses not allowed-----	5
New Albany, Indiana transfer work by CI&I to	
another railroad is a coordination-----	7
New Orleans Union Passenger Terminal coordination-----	46,52,53
New Orleans Union Passenger Terminal coordination	
of REA facilities -----	46
New work at new freight terminal not considered	
under WJPA-----	54
New York Harbor, PRR took back work previously performed	
by LIRR under contract not a coordination-----	110
Norfolk Yard, NT Fiy. protective benefits denied for	
lack of evidence-----	85,86
Notice of coordination required by Implementing	
Agreement not given-----	130
Notice required by Section 4 not given-----	45,57,70,106,121
	124,128,130,140
	141,142, 143
Number of employees in consolidated facility-----	89,119
Offer of other position (also see dissent)-----	73,79
Official -- see Excepted	
Overtime in test period and in computing	
displacement allowance-----	65,78
Parties to a coordination, employees not covered by WJPA	
if employer no'. a party (overruled by Docket 140)-----	47,51,59
Period of protection 5 years regardless of employees	
service (displacement allowance)-----	133
Port Norfolk float bridge discontinued by PRR-----	7 1
Position defined (also see dissent)-----	95,108,115
Post-coordination occurrences affecting allowances-----	103,109,125,
	129,139
Prior coordination-----	45,68
Prior Joint action-----	68
Proof lacking work of two districts consolidated-----	63
Proof of coordination when Sec.4 notice not given-----	71
Proof required "worse position" caused by coordination-----	62,64,109,125
Proposal of Carrier allocating forces made	
effective. where agreement not reached-----	70,98
Prorating of monthly allowances not intended-----	127
Protective benefits, employee entitled in coordination	
of facilities L&A and LA&I-----	18,21
Protective benefits of WJPA not applicable where	
coordination effected prior to June 18, 1936-----	15
Protective benefits of WJPA applied where parties failed	
to reach agreement required by Sic.5 (also see dissent)-----	90
Protective benefits of WJPA unimpaired by imposition	
of ICC conditions-----	27,52,53,64,142
Protective period for displacement allowance 5 years regard-	
less of employees length of service-----	133
Railway Express Agency, WJPA applicable to-----	38,46
Ramsey, Illinois, facilities coordinated-----	45
Recomputation of test period earnings does	
not include guarantee payments -----	132
Regular employee lost extra work due to coordination-----	121
Remedy different, Schedule Agreement vs WJPA-----	106,122

Remedy erroneously pursued does not bar claim-----	103
Remedy under WJPA not barred by claim to NBAR-----	106,122
Reimbursement for daily auto mileage not required under WJPA-----	44
Return of work (handling LCL) to SLSF previously performed by -RIFT as result of joint action is a coordination-----	39,54
Return of work to PRR previously performed by LIRR under contract not a coordination-----	110
Return of work to UP previously performed by RFA under contract not a coordination-----	38
Revert to extra list account coordination, employee entitled to displacement allowance-----	9,17,95,127
Routing freight via available connections, WJPA not applicable-----	10
"Rules governing working conditions" interpreted-----	119
St. Louis, Mo. return of handling LCL from RIFT to SLSF as result of joint action is a coordination-----	39,54
Sale of home, employee entitled to loss but not allowed for lack of proof-----	18
Salt Lake City Union Depot, discontinuance of switch- tending service and performance of same by crews of using trains not a coordination-----	61
Selection of forces, coordinated facility at Escanaba Yard-----	8,14
Seniority, employee elected not to exercise-----	79,87,101,122
Separate Carrier where MP and MI have same officers-----	124
Separate Carrier where PRR owns 100% of LIRR Stock-----	110
Separate facilities of C&NW not consolidated SP-UP can- celled arrangement and routed trains via CMStP&P-----	47
Separate facilities not consolidated by establishment of inter-railroad runs or change in crew assignments-----	88
Separation allowance-----	66,73,74,79,87
Separation allowance, employee does not qualify where he loses position and is able to secure another-----	66
Separation allowance, employee entitled under special implementing agreement-----	99
Separation allowance, employee not entitled where after furlough he failed to return for comparable work-----	79
Separation allowance, employee not entitled where he voluntarily left other position-----	7 4
Separation allowance denied for lack of evidence-----	85,86
Separation allowance forfeited where employee refused to accept regular employment-----	8 7
Severance pay-----	66,73,79,87
Sickness of other employees in test period not cause of abnormal earnings of claimant-----	137
Sharon, Pa., NYC unilaterally coordinated agencies with P&LE-----	57
Substitution of own service for joint facility not a coordination-----	25,26,38,61, 100,110
Switchtender service by Union Depot employees taken over by crews of using trains not a coordination-----	61
Termination of existing coordination not within protection of WJPA----- -y-e-----	25,26,38,61 100,110
Test period - 12 months preceding adverse effect-----	103
Test period earnings abnormally high-----	62,137

Test period earnings distorted in pre-coordination period-----	103,137
Test period earnings essential element in establishing eligibility-----	138
Test period earnings must be furnished on request-----	131
Test period earnings not affected by subsequent changes in rates-----	9
Test period earnings not furnished makes time limit in implementing agreement inapplicable-----	138
Test period earnings recomputed, guarantee payments not included-----	132
Time limit for filing claims not applicable where carrier fails to furnish test period earnings-----	138
Time limit of 1954 agreement not applicable-----	67,103,122
Time of coordination-----	4,14,105
"Time paid for" in test period-----	65,78
Tower centrally located combining functions of abandoned C&O and N&W towers is a coordination under Sec.2(a) WJPA-----	48
Train discontinuance not shown to be result of coordination-----	41
Transfer of C&EI work to C&WI, employees protected-----	59
Transfer of work from MC Tower to JAY Tower evidence held inconclusive (also see dissent)-----	92
Transfer of work from NS to ACL when Wilson Tower closed is a coordination-----	75
Transfer of work from one seniority district or leased line to another not a coordination-----	6 0
Transfer of work of Erie & Wabash from C&EI to C&WI, C&EI employee; not protected because C&EI not a party to coordination-----	59
"Unable to secure" another position-----	66
Unilateral act by carrier not a coordination-----	56,57,70,71,75
Union Stations abandoned(Atlanta Joint Terminals)-----	51
Union Stations abandoned (Charleston Union Station Co.)-----	25,26
WJPA claim not barred by claim to N&AS-----	106,122
WJPA not superseded by conditions imposed by IX under Section 5,2)(f)-----	27,52,53,64,141,142
Wilson, N.C. Tower closed and remotely controlled from South Rocky Mount is a coordination-----m---m---	75
Work. never performed at old facility not subject to consideration under WJPA-----	54
Work returned to PRR previously performed by LIRR under contract not a coordination-----m-v-----	110
Work returned to SLSE as a result of joint action with RIFT is a coordination-----	39,54
Work returned to UP previously performed by REA under contract not a coordination-----b--w--e-----	38
"Worse position" caused by loss of extra work by regular employee-----	121
"Worse position" not result of coordination-----	62,64,108,109146
"Worse position" result of coordination-----	103,115,121
"Worse" working conditions affected by number of employees in coordinated facility-----	119