

DOCKET NO. 10 --- Decision by Committee

Brotherhood of Locomotive Engineers, et al)
vs.) PARTIES TO DISPUTE
Michigan Central Railroad Company)

QUESTION: Claim that the handling of westbound freight via the Indiana Harbor Belt Railroad for distribution to connections and for local destinations in the Chicago area, instead of routing freight for western connections via **Joliet** Branch, comes within the scope of the Washington Agreement, May, 1936.

DECISION: The "AGREEMENT OF MAY, 1936, WASHINGTON, D. C." has no application in this case.

DOCKET NO. 11 --- Decision by Committee

Brotherhood of Locomotive Engineers, et al)
vs.) PARTIES TO DISPUTE
Texas and Pacific Railway Company)
Missouri Pacific Railroad and **TP-MP Terminal**

QUESTION: Question of whether or not certain proposed changes in the operation of these carriers at New Orleans will invoke the provisions of the Washington Agreement of **May**, 1936.

Joint statement of facts submitted June 14, 1940.

DECISION: This action taken in view of **pendency** of matter before I. C. C. After I. C. C. issued order in F. D. 12483 (**7-8-41**), on **2-17-43**, employee members requested case be reinstated on docket. Railroad members requested further facts or new submission (2-24-45). Nothing further was heard from employee members, and case was dropped.

DOCKET NO. 12 --- Withdrawn by Carrier

The Lehigh Valley Railroad Company)
vs.) PARTIES TO DISPUTE
The Order of Railroad Telegraphers)

QUESTION: Claim in connection with alleged coordination with Erie R. R. between Waverly and Elmira, N. Y., involving abandonment of portion of **L. V.** Ry. Elmira Branch and use of Erie tracks in **lieu thereof**.

DECISION: Case withdrawn.

DOCKET NO. 13 --- Decision by Committee

Kansas City Southern Railway Company and)
Louisiana **and** Arkansas Railway Company)
vs.) PARTIES TO DISPUTE
Brotherhood of Locomotive Engineers, et al)

QUESTION:s which have arisen in connection with the proposed coordination of yard facilities at Shreveport, La.:

- (a) Application of **K. C. S.** rates to colored L. & A. employees;
- (b) A closed yard for L. & A. **yardmen**;
- (c) Whether or not the effective date of coordination as covered by notice posted March 14, 1940, must be deferred until an agreement contemplated by section 5 is reached.

DECISION: (a) and (b) - Withdrawn by Carriers.

(c) Sections 4 and 5 of the "**AGREEMENT OF MAY, 1936, WASHINGTON, D. C.**" are self-explanatory, must **be complied with** and require no interpretation.

DOCKET NO. 14 --- Decision by Committee

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

QUESTION: (a) Question of effective date of **Committee's** decisions in Docket No. 4, dated April 20, 1939, and Docket No. 8, dated May 17, 1940, relating to the assignment of C. M. St. P. & P. conductors to yard service in C. & N. W. yards and on C. & N. W. docks, Escanaba, Michigan.

(b) Payment of time claims of Conductors Charles Porterfield for the dates hereinafter listed on which he was denied work in the Escanaba Yard, -- July 10, 11, 12, 13 and 18; August 12, 29 and 30; September 5, 18, 23, 25, 26 and 27; October 10, 19 and 31, 1939.

DECISION: (a) The decisions of the Committee functioning under Section 13 of the "**AGREEMENT OF MAY, 1936, WASHINGTON, D. C.**", as issued under dates of April 20, 1939 and May 17, 1940, are effective as of March **16, 1937.**

(b) Claims sustained.

DOCKET NO. 15 - Decision by Committee

The Order of Railroad Telegraphers)	
vs.)	PARTIES TO DISPUTE
Chicago, Rock Island & Pacific Railway Co. and)	
Chicago, Rock Island & Gulf Railway Company)	

QUESTION Claim of the General Committee of The Order of Railroad Telegraphers, Chicago, Rock Island and Pacific - Chicago, Rock Island and Gulf Railway Companies that under the provisions of the Washington Job Protection Agreement of May, 1936, Telegrapher F. L. Sanger is entitled to \$987.04 and Telegrapher W. O. Strain to \$410.49, representing the difference between what they have earned as Rock Island employees since June 16, 1936, and what they would have earned had not two Rock Island Lines' positions at Topeka, Kansas, been discontinued upon the merger of the Rock Island and Union Pacific Telegraph and Ticket offices at Topeka, which merger resulted in the abolishment of two positions to one of which Telegrapher Sanger was assigned, causing the displacement of Telegrapher Strain from a regularly assigned position as agent at Enterprise, Kansas.

DECISION: The "**AGREEMENT** OF MAY, 1936, WASHINGTON, D. C." has no application to the situation described in this claim. Therefore, this case is dismissed without prejudice to whatever rights, if any, these employees may have under any law or other- agreement.

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DOCKET NO. 16 --- Decfslon by **Committee**

System Federation No. 32, **R. E.** D., A. F. of **L.**)
vs.) PARTIES TO DISPUTE
Chicago, Indianapolis and Louisville Railway Company)

QUESTION: Claim that the group of employees of the above named Railroad Company, as set out in Exhibits E and K attached, was laid off indefinitely on the dates mentioned in the exhibits, at Bloomington, Indiana, McDoel Round House, and the work they formerly performed was given to another Railroad Company, by the Management of the Chicago, Indianapolis & Louisville Railway Company, in violation of the Washington Job Protection Agreement of May, 1936 and should be placed back on their jobs at Bloomington, Indiana, McDoel Round House, Chicago, Indianapolis and Louisville Railway and paid according to the provisions of that agreement as mentioned above as being violated, until a coordination is effected in accordance with the terms of that agreement, which they are a party to.

CONCLUSION: That a sub-committee be appointed for the purpose of making a thorough investigation of the conditions existing prior to and after the reduction of force at the McDoel shops at Bloomington during the year 1939, and make full report to this **Committee**, upon receipt of which report this **Committee** will give further consideration to the case.

DOCKET NO. 18 --- Decision by Committee

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

QUESTION: Claim of the General Committee of The Order of Railroad Telegraphers on Louisiana & Arkansas Railway, that as a result of the coordination of the separate railroad facilities of the Texas & Pacific Railway between Torras, Louis iana and Lobdell, Louis iana, a distance of 48.68 miles, with the Louisiana & Arkansas Railway, whereby the Louisiana & Arkansas Railway secured trackage rights effective as of August 10, 1940, for the operation of all of its through trains into and out of Baton Rouge, Louisiana, on the north by the additional use of the Louisiana State-owned Highway-railroad brfdge over the Mississippi River between Lobdell, Louisiana and Baton Rouge, Louisiana, the Louisiana & Arkansas Railway employees covered by the Telegraphers' Agreement at Filston, Louisiana and at Angola, Louisiana, and others who have been resultantly displaced all as listed below, have been adversely affected in their earnings, and who have incurred expense in moving their household and personal effects by being required to move their place of residence, and those who have sustained a loss by sale of residence, are entitled to reimbursement under the provisions of Section 6, 10-(a) and 11-(a)-1, of the Washington Agreement of May, 1936:

Zedor Mayeaux, 2nd telegrapher at Filston, La.
E. P. Lalande, 2nd telegrapher at Angola, La., placed on extra list.
 C. A. Sutherland, 3rd telegrapher at Angola, La., placed on extra list.
 C. **W.** Bates, 2nd telegrapher at Cotton Valley, La., displaced by Zedor Mayeaux, and placed on extra list.
 C. L. Bivins, agent-telegrapher at Colfax, La., displaced by W. W. **Hitesman**, agent-telegrapher at Filston, La.
 J. E. Whitsell, agent at Goldonna, La., displaced by C. L. Bivins, and placed on extra list.

DECISION: The change made by the Louisiana & Arkansas, on or about August 10, 1940, in its operations north of Baton Rouge, involved considerably more than a mere change in its mode of crossing the Mississippi River. In addition to substituting a bridge for a ferry as the mode of crossing, it also found it necessary, because of the location of the bridge, to make a substantial change in route. The substitution of the bridge for the ferry was accomplished by means of the contract with the State of Louisiana for the use of the bridge erected by the States. The change in route was accomplished by means of the contract with the Texas & Pacific for the use of its tracks between Torrass and Lobdell.

On the record at hand, claims of employees who have been adversely affected by the change in route put into effect in August, 1940 are within **the** Provisions of the "AGREEMENT OF **MAY**, 1936, WASHINGTON, D. **C.**" The claim of Mayeaux for compensation for alleged loss in sale of home due to the specific circumstances, is not valid.

DOCKET NO. 19 --- Decision by Committee

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

QUESTION: Nature and refusal of carriers to comply with and apply provisions of the "Agreement of May, 1936, Washington, D. C." with respect to affected clerical, office, station and storehouse employees in the coordination of the Louisiana and Arkansas Railway and the Louisiana, Arkansas and Texas Railway.

(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 any monetary loss as a result of the carriers' failure and refusal to properly apply and comply with the terms of the "**Agreement** of May, 1936, Washington, D. C." be compensated in full for all such losses.

DECISION: 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.

DOCKET NO. 20 --- Decision by **Committee**

Brotherhood of Railway and Steamship Clerks)
vs.) PARTIES TO DISPUTE
Louisiana and Arkansas Railway Company and)
Kansas City Southern Railway Company)

QUESTION Nature and refusal of carriers to **comply** with and apply the provisions of the "Agreement of May, 1936, Washington, D. C." with respect to affected clerical, office station and storehouse employees in the coordination of the Traffic Department offices of the Kansas City Southern Company and the Louisiana and **Arkansas Railway** Company.

(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 any monetary loss as a result of carriers' failure and refusal to properly apply and comply with the terms of the "Agreement of May, 1936, Washington, D. C.," be compensated in full for all such losses.

DECISION: 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.

DOCKET NO. 21 --- Decision by Committee

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

QUESTION: Claim of the General **Committee** of The Order of Railroad Telegraphers on the Louisiana & Arkansas Railway that the employees who have been adversely affected by the change in route put into effect by the Carrier in August, 1940 by means of the contract between the Carrier and the Texas & Pacific Railway are within the provisions of the "Agreement of May, 1936, Washington, D. C." as set forth in the decision by the Committee established by Section 13 of said "Agreement" in Docket No. 18, dated Chicago, Illinois, May 8, 1942, and shall be compensated by displacement allowance from the date of August **10**, 1940 as provided by Section 6-(c) of said "Agreement",

DECISION: The telegraphers displaced at **Filston** and Angola were affected by the coordination and the "Agreement of May, 1936, Washington, D. C.," applies.

DOCKET NO. 22 --- Decision by Committee

Brotherhood of Railway and Steamship Clerks)
 vs.) PARTIES TO DISPUTE
Southern Pacific Company (Pacific Lines) and)
Western Pacific Railroad Company)

QUESTIONS Nature and refusal of carriers to comply with and apply provisions of "Agreement of May, 1936, Washington, D. C." with respect to affected clerical, office, station and storehouse employees in the coordination of facilities of Southern Pacific Company and The Western Pacific Railroad Company at Lathrop, California.

(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 and refusal to properly apply and comply with the terms of the "Agreement of May, 1936, Washington, D. C." be compensated in full for all such losses.

DECISION: This is a coordination under the "Agreement of May, 1936, Washington, D. C."