DOCKET NO. 40 --- Decision by Referee Gilden

Brotherhood of Railway and Steamship Clerks)
VS.) PARTIES TO DISPUTE
Houston Belt and Terminal Railway Company)

QDESTION: (a) Failure and refusal of the Houston-Belt and Terminal Railway Company to make payment of proper displacement allowance to W. R. Saums as required by the "Agreement of May, 1936, Washington, D. C.", commonly known as the Washington Job Protection Agreement. Also

(b) Request of Employees that Mr. Saums be paid the amounts due him in accordance with the provisions of the aforementioned agreement from June 1, 1950 to expiration of the guarantee period.

FINDINGS: The job of Chief Clerk to the Agent at the Crawford Street Freight Station, being expressly exempted from application of the seniority preference, does not constitute "another available position" in the sense in which those words are used in Section 6 (a) of the Washington Agreement. Neither claimant's bidding thereon, nor his relinquishing said position on January 31, 1951, may react to his detriment in the computation of the displacement allowance accruing to him under the Washington Agreement as a result of the Houston Belt & Terminal Railway Company and the International-Great Northern Railroad Company coordination,

Accordingly, Carrier's action in crediting against claimant's monthly guarantee of $382.77, the earnings of Chief Clerk to the Agent from February 1, 1951, to January 6, 1952, and the earnings of Chief Cotton Clerk from January 7, 1952 through December 31, 1953, cannot be countenanced.

Claimant voluntarily vacated the Chief Claim Clerk job on June 17, 1951, to bid successively on the lower paid jobs of Assistant Cashier and Cotton Clerk. Therefore, claimant failed to exercise his seniority to obtain the position to which he was entitled under the working agreement, which would have produced a higher rate that the jobs he elected to retain and which would not have required a change of residence. It follows that, for purposes of Section 6 (a) he must be treated as occupying the Chief Claim Clerk position.

Therefore, the only permissible offsets against claimant's said guarantee of $382.77 per month are his actual earnings from June 1, 1950 to June 16, 1951, and the earnings of Chief Claim Clerk from June 17, 1951 through December 31, 1953, the last day he was available for service prior to his death on January 2, 1954.

DECISION: That the Houston Belt & Terminal Railway Company has failed to fully compensate W. R. Saums with the appropriate displacement allowance as required under the provisions of the "Agreement of May, 1936, Washington, D. C."

That said Carrier forthwith shall remunerate the heirs, executors or assigns of W. R. Saums with the difference between the sum heretofore paid as his displacement allowance, and the amount which is due to him in accordance with the above findings.

DOCKET NO. 41 --- Decision by Referee **Gilden**

Brotherhood of Locomotive Engineers)
VS.) PARTIES TO DISPUTE
Denver and Rio Grande Western Railway Company)

QUESTION: There is an Agreement, dated March 11, 1952, existing between the Denver and Rio Grande Western Railway and the Brotherhood of Locomotive Engineers effecting the coordination of facilities of the **D&RGW** Railway with that of the former Denver and Salt Lake Railway. The application of Section 13 of this **Agreement** is in dispute reading as follows:

> "Section 13: The properties of the former Denver and Salt Lake Railway and the Denver and Rio Grande Western Railroad Company were merged and coordinated effective April 11, 1947, and the provisions of the AGREEMENT OF MAY, 1936, WASHINGTON, D. C., shall be applied in this coordination."

FINDINGS: The discontinuance of Trains Nos. 9 and 10 and Trains **Nos.** 23 and 24 between Denver and Craig, Colorado, pursuant to order of the Public **Utilities** Commission of the State of Colorado, dated December 1, 1950, in Decision No. 35728, was not due to or a result of the previous coordination of the Denver ***and*** Rio Grande Western Railroad and the Denver and Salt Lake Railway Companies which was effective April 11, 1947.

Accordingly, the "Agreement of May, 1936, Washington, D. C." is not applicable to the displacement of enginemen occasioned by the curtailment of the passenger train service here involved.

DECISION: Claim denied.

DOCKET NO. 42 --- Withdrawn by Carrier

Pacific Electric Railway Company)
VS.) PARTIES TO DISPUTE
The Order of Railroad Telegraphers)

QUESTION: Whether proposed modification of operation of El Monte interlocking is a "coordination".

DECISION: Withdrawn by Carrier.

DOCKET NO. 43 --- Withdrawn by Carriers

Pennsylvania Railroad Company and)
Chicago, Milwaukee, St. Paul & Pacific Railroad Company)
vs.) PARTIES TO DISPUTE
The Order of Railroad Telegraphers)

QUESTION: Whether the proposed joint control of the interlocking facilities at Dewey, Indiana from the interlocking tower at Preston, Indiana is a "coordination" as defined in Section 2 (a) of the Agreement of May, 1936, Washington, D. C., commonly referred to as the Washington Job Protection Agreement.

DECISION: Withdrawn by Carriers.

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The Order of Railroad Telegraphers vs. St. Louis-San Francisco Ry..Co.) PARTIES TO DISPUT

DOCKET NO, 44 --- Decision by Referee Gilden

QUESTION: Application of the Agreement of May, 1936, and agreement entered into by the parties hereto on September 9, 1949, with respect to Mrs. Ethel M. Kline, who was displaced as second shift clerk-telegrapher, Aliceville, Alabama beginning November 1, 1949, as the result of a consolidation of station forces of the St. Louis-San Francisco Railway *and* the Alabama, Tennessee and Northern Railroad at that point; particularly as to reimbursement for auto mileage expense incurred at the rate of 5¢ per mile in traveling one round-trip per week (100 miles) between Aliceville, Alabama and Columbus, Mississippi, the latter point being a one-day assignment incorporated in regular relief assignment No. 10 on which Mrs. Kline exercised her seniority during period November 5, 1949 to July 12, 1952, inclusive -141 trips.

FINDINGS: Suffice to say, where as a consequence of the consolidation of the separate station facilities which each of the two carriers (Frisco and AT&N) had formerly maintained and operated at Aliceville, Alabama, claimant was displaced fromher former full time assignment in the capacity of Frisco 2nd trick Telegrapher clerk at Aliceville, and forthwith elected to exercise her seniority on Traveling-i&t Day Relief Position No. 10, bulletined to work four days at Aliceville and one day at Columbus, Mississippi, Section 10 (a) of the Washignton Agreement bestows no validity whatsoever on the instant claim for reimbursement at the rate of 5¢ per mile for automobile mileage expense incurred in traveling from Aliceville to Columbus and return, to protect her job on Saturday of each week, during the period from November 5, 1949 to July 12, 1952, when she was assigned thereto.

Apart from the fact that it was at her own volition, and not by Carrier direction that she used her automobile, rather than avail herself of the free rail transportation that was *hers* for the asking, it is abundantly manifest that the key ingredient on which Carrier liability under Section 10 (a) of the Washington Agreement is predicated, namely, the moving of the employee's place of residence to accommodate a change in point of employment resulting from a particular coordination, is totally lacking here.

DECISION: The 'Agreement of May, 1936, Washington, D. C." has no application in this case.

DOCKET NO. 45 --- Decision by Committee

Illinois Central Railroad Company and New York, Chicago and St. Louis Railroad Company	)	
vs.	)	PARTIES TO DISPUTE
The Order of Railroad Telegraphers	)	

QUESTION: Whether the proposed coordination of positions and facilities at Ramsey, Illinois, is one that properly comes under the provisions of the Agreement of May, 1936, Washington, D. C., commonly referred to as the Washington Job Protection Agreement.

DECISION: The facilities at Ramsey, Illinois are already coordinated. The proposal, therefore, is not subject to the provisions of the Agreement of May, 1936, Washington, D. C.

DOCKET NO. 46 --- Decision by Referee Gilden

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

QUESTION: (a) Failure and refusal of the Railway Express Agency, Inc., to comply with and apply the provisions of the "Agreement of May, 1936, Washington, D. C." with respect to certain clerical, station and vehicle employees in the coordination of certain facilities, operations and services of the Railway Express Agency, Inc. conducted severally into a joint facility, operation and service at New Orleans, Louisiana.

(b) Request of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes that the provisions of said agreement be fully complied with and applied by the Railway Express Agency, Inc. and that all affected employees who have suffered or may hereafter suffer any monetary loss as a result of the Railway Express Agency's 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: Although constructed some three years earlier as a separate building, entirely detached from the later erected adjacent structure, it is obvious that the new express terminal was fully integrated into the over-all planning and execution of the project commonly known as the New Orleans Union Passenger Terminal. The situating of the express terminal building in the immediate vicinity

of the new passenber station was not a coincidence, but rather a reflection of the close attuning of REA's eyes and ears to the early rumblings of the prospective NOUPTcoordination.

The consolidating of its New Orleans City Office and terminal operations, and the combining of seniority districts on January 26, 1951, did not immediately disrupt the prevailing pattern of terminal handling and vehicular transportation of express matter at New Orleans. REA continued to service the Union Station, Louisville and Nashville Station, Terminal Station, Texas Pacific-Missouri Pacific Station and Louisiana & Arkansas Station, as it had in the past. Not until April 16, 1954, the date of the full-scale opening of the passenger terminal, did REA center its express activities at the new express terminal building.

Upon the actuality of the NOLJPT coordination, the changes in Agency operations (and the previously culminated REA intra company consolidation and relocation of facilities) thereupon assumed the proportions of an REA coordination within the meaning of the Washington Agreement. The circumstance that no express services formerly performed by REA at New Orleans through its facilities, were merged with tasks performed by any railroad before or after the opening of the new terminal,- does not absolve REA from its obligations under the Washington Agreement.

Section 3 (b) of that document goes to great lengths to make clear that REA's presence on the scene, serving two or more railroads which undertake a coordination, is sufficient to designate REA as a separate carrier with respect to its operations on each of such railroads. This language means that REA is "involved" within the meaning of Section 3 (b) whenever the impact of the particular coordination has ramifications on REA's own special field of endeavor. The very purpose of Section 3 (b) is to make REA susceptible to the provisions of the Washington Agreement in a situation where, as a single carrier, it would escape liability under Section 2 (a).

By attaching to REA the multiple identity prescribed in Section 3 (b), the criteria for a "coordination", as spelled out in Section 2 (a), is completely satisfied. In the context of this case, the circumstance that the consolidation of express facilities antedated the railroad coordination, is a material consideration only to the extent that it pertains to the relevancy of Section 12. Not only did the Agency, acting as a separate Carrier on each of the lines on which it performed express work;- itself engage in joint action to achieve this goal, but knowledge and consent of each of the railroad Carriers participating in the NOUPT coordination, was an indispensible condition precedent to its accomplishment.

DECISION: 1. That Railway Express Agency, Inc. has failed to comply with and apply the provisions of the "Agreement of May, 1936, Washington, D. C." with respect to those of its clerical, station and vehicle employees who were adversely affected by the coordination of the Agency's facilities, operations and services at New Orleans, Louisiana.

2. Request sustained, subject to the limitations of such recovery affixed on January 16, 1952 by the Interstate Commerce Commission in Finance Docket No. 19520.

DOCKET NO. 47 --- Decision by Referee **Gilden**

American Train Dispatchers' Association, et al	)	
vs.	)	PARTIES TO **DISPUTE**
Chicago and North Western Railway Company	)	
Chicago, Milwaukee, St. Paul & Pacific Railroad Company)		
Union Pacific Railroad Company	)	
Chicago Union Station	)	

QUESTION: "* * * interpretation and application of said agreement /Agreement cf May, 1936, Washington, D. C./ to the transactions by which the through train service previously operated between Chicago and various western points over the lines of the Chicago North Western Railway Company, the Union Pacific Railroad Company, and the Southern Pacific Company, has been cancelled and the operation of such trains between Chicago and Omaha has been switched to the lines of the Chicago, Milwaukee, Saint Paul and Pacific Railroad Company."

FINDINGS: This dispute originated when effective October 30, 1955, UP and SP terminated certain long standing traffic arrangements with CNW, and simultaneously activated new commitments previously reached with the Milwaukee. As a result of such change over, the five streamlinertrains known as "City of Portland", "City of Los Angeles", "City of San Francisco", "City of Denver" and "The Challenger" ceased to be handled between Chicago, Illinois and Omaha, Nebraska by the CNW over its lines, and instead were operated between these two points by and over the tracks of the Milwaukee. On the same date, the Chicago Terminal of these trains was switche from the CNW Station to the Union Station.

The petitioning railway Labor Organizations now advance the claim chat the Washington Agreement is applicable on behalf **of** the substantial number of CNW employees who were adversely affected through displacement or otherwise by the elimination of the CNW, and the substitution of the Milwaukee, as one of the three Rail Carriers in the through-train operations conducted via, the connecting lines of the UP and SP between Chicago, Illinois, and various western points,

Other avenues of redress have been extensively pursued, without success, by the labor representatives of the employees involved. Such previous attempts to obtain relief have included the filing of complaints with the Interstate Commerce Commission; an action brought in the United States District Court, Northern District of Illinois, for a temporary restraining order pending decision by the ICC; and an appeal taken from the ICC's adverse ruling to a three judge Statutory Court of the United States District Court for the District of Columbia.

Inasmuch as the task of resolving issues concerning the application of the Washington Agreement to particular situations is expressly delegated to the Committee and to the Referee appointed thereto by Section 13 thereof, (and patently that is what is involved in this case) the jurisdictional objections raised by the Carriers are without substance and hereby are overruled.

It is readily apparent, at the outset, that unless the disputed transaction constitutes a "coordination" within the meaning given to that word by the Washington Agreement, it is not covered thereby. As plainly as it possibly can be stated, Section 1 confers eligibility for allowances only on those employees who are "affected by coordination as hereinafter defined", and places beyond the

range of the Washington Agreement any and all changes in employment which are not solely attributable to such coordination. Thus, however compelling may be the considerations for alleviating employee hardship on the grounds of equity or fairness, it is crystal clear that the Washington Agreement does not afford protection to employees affected by causes other than those involving the type of coordination dealt with therein.

Simply put, the CNW was dropped by UP and SP, from further participation in the through train movement of the five streamliners. Nothing in the record tends to show that CNW's removal from the picture was associated in the slightest degree with any action jointly taken by CNW and some other Carrier directed towards the accomplishment of such objective. In fact, it was just the opposite. The door was closed on CNW before it had a chance to know what was going on, much less to be granted an opportunity to enter into the deliberations leading up to the taking of that step. Far from engaging in any joint action with UP, SP or Milwaukee on the subject of CNW's relinquishing, lessening or otherwise modifying the extent of CNW's handling, on its own lines, the streamliner passenger service which it had been privileged to perform between Chicago and Omaha, CNW was utterly in the dark about the prospective changes in the status quo until arrangements for transferring the operation to the Milwaukee Road were fully consummated.

in the new routing via the Milwaukee Road between Chicago and Omaha, the Milwaukee merely stepped into the role which the CNW was ejected. Under the new setting, the Milwaukee Road performed its own services, through its own facilities, in handling these trains on its own tracks. None of CNW's separate facilities or CNW operation or services previously performed through such separate facilities was unified, merged, consolidated or pooled with the Milwuakee operation. All of the CNW equipment formerly allocated to the aforementioned streamliner train consist was retained by CNW after October 31, 1955, for other of its own passenger trains which it continued to operate between Chicago and Omaha, but which were not thereafter transported beyond Omaha.

CNW had nothing to gain, once it was confronted with the realities of the eventuality, from withholding its consent to an accelerated termination of its "City of Denver" contract. Then, too, the combining of the "Midwest Hiawatha" and "The Challenger" to operate as one train, was strictly a Milwaukee policy determination and as such, does not conclusively bear upon or furnish any significant clue to the resolving of the basic issue here encountered.

However dismal the consequences may be in terms of the welfare of the CNW employees concerned, the conclusion is inescapable that the November 1, 1955 changes did not measure up to the contractual definition of a "coordination" contained in Section 2 (a) of the Washington Agreement.

DECISION: The "Agreement of May, 1936, Washington, D. C." is not applicable to the transaction by which the through train service maintained between Chicago and various western points via the connecting lines of the UP and SP, previously operated between Chicago and Omaha over the lines of the Chicago North Western Railway Company has been transferred to operate between Chicago and Omaha over The lines of the Chicago, Milwaukee, St, Paul and Pacific Railroad Company.
