DOCKET NO. *48* --- Decision by Referee **Gilden**

The Order of Railroad Telegraphers)
vs.) PARTIES TO **DISPUTE**
Norfolk and Western Railway Company, and)
The Chesapeake and Ohio Railway Company)

QUESTION: Whether the Carriers' proposed changes at Lynchburg, Virginia, constitute an action in conformity with Section 2(a) of the Agreement of May, 1936, generally referred to as The Washington Job Protection Agreement.

FINDINGS: A situation wherein two Carriers agree to abandon their respective separate interlocking plants, in the environs of Lynchburg, Virginia, identified as **"X"** Tower (N&W) and **"ND" Tower** (C&O), and to move the two interlocking control mechanisms from their **former** sites to a new centrally located joint tower, and such devices, when installed, are interconnected so as to operate as a single synchronized unit, responsive to a single model board, and manipulated by a single operator on each trick, and by ***such*** new arrangement prwide an integrated control point **from** which to activate the switches, **crossovers** and signals situated within the area previously individually serviced **from** two separate locations, is precisely the type of "coordination" which Section 2 (a) of the Washington Agreement so vividly depicts to be within its **coverage.** Indeed, the elements of joint action by two carriers to consolidate their separate railroad facilities, **or** any **of** the operations or services formerly performed by them through such separate facilities, are so unmistakably present in this case, as to make **it** a classic example of the kind of transaction that is intended to be squarely within the four corners of the protection afforded by the Washington Agreement.

The Organization's assertion, that the aforesaid maneuvers contravene the provisions of the N&W and C&O Telegrapher's contracts, is not a question properly before this **Committee.**

DECISION: The Carrier's proposed changes at Lynchburg, Virginia, do constitute an action taken in conformity with Section 2(a) of the **"Agreement** of May, 1936, Washington, D. **C."**

DOCKET NO. 49 --- Withdrawn by Carriers

The Texas and Pacific Railway Company)
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans)
vs.) PARTIES TO **DISPUT**
Railway Employes' Department, American Federation of Labor,)
System Federation No. 121 - Machinists)

QUESTION: (a) Machinist Helper Theophilus Thompson, furloughed employee of the carrier at the New Orleans, La. Shops, has and is being deprived of his rights under the Agreement of May, 1936, (The Washington Job Protection Agreement).

(b) That the carrier be required to treat with Machinist Helper Thompson under the terms of the Agreement of May, 1936 and compensate him according to the provisions thereof.

DECISION: Withdrawn by Carriers.

DOCKET NO. 50 --- Withdrawn by Organization

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes	)	
vs.	)	PARTIES TO DISPUTE
Erie Railroad Company and Pennsylvania Railroad Company	)	

QUESTION: (a) 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 consolidation of the Perishable Freight Operation of the Erie Railroad Company and the Pennsylvania Railroad Company at New York, New York.

(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 Nay, 1936, Washington, D.C." be compensated in full for all such losses.

DECISION: Withdrawn by Organization.

DOCKET NO. 51 --- Decision by Referee Gilden

Brotherhood Railway Carmen of America, et al	)	
vs.	)	PARTIES TO DISPUTE
Atlanta Joint Terminals	)	
Nashville, Chattanooga & St. Louis Railway Company	)	
Louisville & Nashville Railroad Company	)	

QUESTION: (a) Failure and refusal of the Atlanta Joint Terminals, Nashville, Chattanooga and St. Louis Railway, and Louisville and Nashville Railroad Company hereinafter called the Carriers, to comply with and apply the provisions of the "Agreement of May, 1936, Washington, D. C." with respect to certain non-operating and operating employees of the Atlanta Joint Terminals in the coordination of certain facilities, operations and services (involving the handling of freight and passenger trains and cars for the Louisville and Nashville Railroad) with similar facilities, operations and services of the Nashville, Chattanooga and St. Louis Railway at Atlanta, Georgia.

(b) Request of the Brotherhoods, parties to this action, 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 or other adverse effect as a result of 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: In this dispute, Atlanta Joint Terminals employees, who allegedly were adversely affected by L&N's action in transferring to the NC&StL certain of its operations and services at Atlanta that previously were performed for it by the Atlanta Joint Terminals, seek to invoke the provisions of the Washington Agreement.

Where formerly, during the period between April 1, 1907 and October 31, 1955, the L&N's freight terminal work at Atlanta, including freight house service, necessary clerical and shop work and all industry and team track switching on the L&N's Atlanta Belt Line, as well as the switching of L&N passenger trains in the Atlanta Union Station, plus the cleaning and routine maintenance of L&N passenger locomotives and cars, had been performed by the Atlanta Joint Terminals (pursuant to the terms of a three party agreement entered into between L&N, the Atlanta and West Point Railroad and the lessees of the Georgia Railroad), beginning November 1, 1955, all of these chores (excepting L&N's freight house work which the AJT was permitted to retain until July 1, 1957) were allocated to the NC&StL by contract dated November 1, 1955, between L&N and NC&StL.

Noticeably, the instant controversy does not require any delineation of the respective rights of the L&N and NC&StL employees in the premises. Also, the extent to which the L&N was privileged, under the terms of the April 1, 1907 contract, to abandon the facilities and services of the AJT is not an issue in this case.

Irrespective of whether, in a strict legal sense, the unified operation known as the Atlanta Joint Terminals, arising from the April 1, 1907 agreement, is a partnership or joint venture arrangement, it is perfectly clear that for many years AJT has been regarded as a distinct entity, separate and apart frw the respective properties and interests of the several Carriers responsible for bringing it into existence. Thus, AJT signed working agreements with all of the Labor Organizations involved in this case (other than the Brotherhood of Railroad Signalmen of America); the seniority of AJT employees was restricted, to the Terminal domain; and, most significantly, AJT has been a party to the Washington Agreement since November 1, 1941. Certainly, nothing in the listing of Carrier parties to the Washington Agreement portrays AJT as merely an adjunct of L&N, or otherwise detracts from AJT's individual identity.

Prior to November 1, 1955, with the exception of the L&N's Belt Line track, there was no question that it was AJT's services and facilities that were utilized in the performance of L&N's industrial and passenger train switching. The servicing of J.&N Terminal operations at Atlanta, that had always been deemed an exclusive AJT function, conducted through separate AJT facilities, did not, at the moment the NC&StL replaced the AJT as the Carrier entrusted with such handling, suddenly become transposed into an L&N exertion performed through L&N facilities. Neither is there any sound basis for construing endeavor and facilities expended and resorted to by AJT in the performance of L&N Freight Terminal and passenger switching operations as synonomous with L&N activity and ownership,

nor does the language of the Washington Agreement expressly or by implication, countenance that sort of Carrier shuffling.

It follows that when NC&StL supplanted AJT in the performance of L&N's Atlanta Terminal work, AJT did not enter into or become a party to a "coordination" and the AJT employees, claimants herein, were not employees of a Carrier involved in or participating in a "coordination" as that word is defined in Section 2 (a) of the Washington Agreement.

Since AJT was *not* involved in a coordination within the meaning of the Washington Agreement in the transaction covered by this submission, the merger of the L&H and NC&StL, approved by the Interstate Commerce Commission on March 1, 1957, in Finance Docket 18845, did not bring the AJT employees within the purview of Section 12 of the Washington Agreement.

This decision, being concerned entirely with the application of the Washington Agreement to the instant factual situation, shall not be construed either to modify, impair or in anywise bear upon the eligibility of AJT employees to benefit from the protective conditions imposed by the ICC in said L&N and NC&StL merger, or to prejudice rights of particular AJT employees to establish through recourse to procedures made available by the ICC for that purpose, whether, when and to what extent, they have been adversely affected by, or in anticipation of, the actions of the L&N and NC&StL in consummating their merger.

DECISION: A. That the Atlanta Joint Terminals, Nashville, Chattanooga and St. Louis Railway and Louisville and Nashville Railroad Company were not required to comply with and apply the provisions of the "Agreement of May, 1936, Washington, D. C." with respect to certain non-operating and operating employees of the Atlanta Joint Terminals when, on November 1, 1955, the L&N ceased using the services of the Atlanta Joint Terminals for the performance of L&N Freight Terminal and Passenger Switching Operations at Atlanta and transferred the handling of such work to the NC&StL.

B. Request denied,

DOCKET NO. 52 --- Decision by Referee Gilden

New Orleans Union Passenger Terminal Illinois Central Railroad Company vs. Railway Employes' Department, American Federation of Labor, System Federation No. 99	)	PARTIES TO DISPUTE

QUESTION: (1) That under the current agreement concerning changes in operation at New Orleans, Louisiana, pursuant with Interstate Commerce Commission, Finance Docket No. 15920, and the Washington Job Protection Agreement of May, 1936 furloughed Sheet Metal Worker, J. T. Moore, New Orleans Union Passenger Terminal has been denied compensation he is entitled to under the provisions of the Washington Job Protection Agreement.

(2) That accordingly the Carrier be ordered to compensate the aforesaid furloughed employee for all time lost from February 16, 1955.

FINDINGS: By these actions,, Sheet Metal Worker J. T. Moore (Docket 52), and Boilermaker Helper Isiah Spencer (Docket 53). seek recovery of the respective benefits to which they may be entitled under the arrangements- imposed January 16, 1952, by the Interstate Commerce Commission in Finance Docket 15920 (for the protection of employees adversely affected by the New Orleans Union Passenger Terminal coordination) and the terms of the subsequent Implementing or Transfer Agreement dated April 10, 1953.

Upon the abolishment of their jobs on the Illinois Central, as a consequence of said coordination, Moore and Spencer were transferred on April 16, 1954, in their respective classifications of Sheet Metal Worker and Boilermaker Helper, to the employ of the NOUPT, on the basis of the formula prescribed in Section l(b) of said Implementing Agreement, for distributing the available NOUPT job openings among the employees in such class or craft on the various carriers involved. Thereafter, and within approximately ten months from the inception of NOUPT operations on April 16, 1954, both men were furloughed - Moore on February 12, 1955, and-Spencer on February 23, 1955.

Lacking a conclusive showing of any appreciable change in the NOUPT's level of activities during the first ten months of its existence, it is apparent that Moore and Spencer's separation, following their brief tenure of NOUPT employment, is just as surely an aspect of the coordination as would be the case if these individuals had not initially been placed on the payroll, and were considered, right from the start, as being adversely affected by the transaction. Clearly, Terminal hirings which plainly bear the imprint of the imponderables of the *new* venture, and, in a comparatively short time become casualties thereof, are not absolved from the dictates of the ICC's ruling in Finance Docket 15920. Indeed, by safeguarding against a deferred, but nonetheless genuine adverse effect directly attributable to the coordination, Section 6 of the Implementing Agreement specifically preserves the employee's eligibility for said protective conditions. Moreover, the last sentence of this provision makes it clear that these employees qualify for said protective conditions notwithstanding that the adverse effect engendered by their transfer to the Terminal is not discernible until more than sixty days elapsed after such happening.

Significantly, ICC Finance Docket 15920 decreed that the protection afforded by the Washington Agreement (subject to certain limitations on which there is no need to comment at this time) should be extended to all employees adversely affected by the NOUPT coordination. The claimants herein are entitled to no more or no less than the full extent of such increment. The Carrier proposition that the Washington Agreement was superseded by the enactment of Section 5 (2) (f) of the Interstate Commerce Act as amended, and is no longer applicable to transactions requiring approval under Section 5 (2), has already been rejected by this Committee in Award No. 3, Docket No. 27. In these findings, we adhere to and expressly reaffirm the validity of that conclusion. In furtherance thereof, we hold that the asserted jurisdictional deficiency on the part of this Committee and the Referee appointed thereto to decide this dispute is without substance.

DECISION: 1. That the Illinois Central Railroad Company shall forthwith remunerate Sheet Metal Worker J. T. Moore with the compensation accruing to him under the terms of the "Agreement of May, 1936, Washington, D. C." subject

to the limitations on such recovery affixed on January 16, 1952, by the Interstate Commerce Commission in Finance Docket 15920.

2. That the Illinois Central Railroad Company shall forthwith remunerate Boilermaker Helper Isiah Spencer with the compensation accruing to him under the terms of the "Agreement of May, 1936, Washington, D. C.", subject to the limitations on such recovery affixed on January 16, 1952, by the Interstate Commerce Commission in Finance Docket 15920.

DOCKET NO. 53 --- Decision by Referee Gilden

New Orleans Passenger Terminal and
Illinois Central Railroad Company
vs.
Railway Employes' Department, American Federation of Labor, System Federation No. 99) PARTIES TO DISPUTE

QURSTION: Isiah Spencer, Boilermaker Helper, New Orleans Passenger Terminal has been unjustly denied compensation due him under the provisions of Interstate Commerce Commission Finance Docket 15920 and the Washington Job Protection Agreement of May, 1936.

That accordingly the Carrier be ordered to compensate Isiah Spencer in accordance with Interstate Commerce Commission Finance Docket 15920 and Washington Job Protection Agreement of May, 1936.

FINDINGS: Identical to Findings in Docket No. 52.

DECISION: 1. That the Illinois Central Railroad Company shall forthwith remunerate Sheet Metal Worker J. T. Moore with the compensation accruing to him under the terms of the "Agreement of May, 1936, Washington, D. C." subject to the limitations on such recovery affixed on January 16, 1952, by the Interstate Commerce Commission in Finance Docket 15920.

2. That the Illinois Central Railroad Company shall forthwith remunerate Boilermaker Helper Isiah Spencer with the compensation accruing to him under the terms of the "Agreement of May, 1936, Washington, D. C.", subject to the limitations on such recovery affixed on January 16, 1952, by the Interstate Commerce Commission in Finance Docket 15920.

DOCKET NO, 54 --- Decision by Referee **Gilden**

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes	)	
vs.	)	PARTIES TO **DISPUTE**
Chicago, Rock Island & Pacific Railroad Company St. Louis-San Francisco Railway Company and Rock Island-Frisco Terminal Railway Company	)	

QUESTION: (A) Failure 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 employee8 in the **coordination of** certain operations and services of the Rock Island-Frisco Terminal Railway Company with **those** of the Chicago, Rock Island and Pacific Railroad **Company** and the St. Louis-San Francisco 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 employee8 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: As respects the St. Louis-San Francisco Railway Company'8 action in retrieving for its **own** handling at its Seventh Street Station in St. Louis, Missouri, the remaining portion of the total Share of the LCL freight business that had formerly been allocated to the Broadway Freight Station for performance by the Rock Island-Frisco Terminal Railway Company, the situation is indistinguishable from that confronted by this Committee in Award No. 12, Docket No. 39. It is **just** as manifest in this case as it was in the other, that the transaction resulted in a "coordination" of operations and services by StL-SF and RIFT. Therefore, the **Washington** Agreement is applicable thereto.

It appearing that the Chicago, Rock Island & Pacific Railroad Company never before performed the LCL and team track operations and services **in** St. **Louis,** previously assigned by it to the Rock Island-Frisco Terminal Railway **Company,** and that it initially entered upon this activity immediately following the **construction of** its **new** Carrie Avenue Freight Yard facilities and the **discontinuing of 'RIFT's** license to render these services on its behalf, **CRI&P's** obligation **to** respond to the provision of the Washington Agreement is no greater than that which was deemed to be **incurred** by Union Pacific Railroad Company in Award No. 11, Docket No. 38. **In** short, *since the* **CRI&P** did not participate in **any** coordination in this instance, the portion of this claim that is directed against that *Carrier* is not merited.

DECISION: **1.** That the "Agreement of **May,** 1936, Washington, **D. C." applies to** the clerical, office, station and storehouse employee8 who were affected by the coordination **in** August, **1953,** at St. Louis, Missouri, or operations and **services** of the St. **Louis-**San Francisco Railway Company and the Rock Island-Frisco Terminal Railway Company.

2. Request sustained with respect only to St. Louis-San Francisco Railway Company and Rock Island-Frisco Terminal Railway Company in accordance with the above findings.

DOCKET NO. 55 --- Withdrawn by Organization

Railway Employes' Department, AFL-CIO	)	
System Federation No. 9	)	
vs.	)	PARTIES TO DISPUTE
Chesapeake & Ohio Railway Company	)	
(Pere Marquette District)	)	

QUESTION: That under the terms of the "Washington Agreement of May, 1936", Vincent Surian, formerly employed as carman helper by the Chesapeake and Ohio Railway Company, Pere Marquette District, at Saginaw, Michigan, is entitled to receive a lump sum separation allowance, as provided in Section 9 of such agreement, he having been displaced and furloughed as a result of the coordination under the Washington Agreement of the carrier's Coach Shop operation8 at Saginaw, Michigan, with those at Huntington, West Virginia, effective February 10, 1954.

DECISION: Settled and withdrawn by Organization
