DOCKET NO. 77 --- Withdrawn by Organization

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

QUESTION: Do the changes and modifications in interlocking at City Point and Petersburg, Virginia, as set forth in the joint application to the Interstate Commerce Commission by the Norfolk and Western Railway Company and the Atlantic Coast Line Company, identified as BS-Ap-No. 13163, constitute a' "coordination" under the provisions of Section 2(a) of the "Agreement of May, 1936, Washington, D. C."?

DECISION: Withdrawn by Organization.

DOCKET NO. 78 --- Decision by Referee Coffey

Brotherhood of Railway and Steamship Clerks,)
Freight Handlers, Express and Station Employees)
vs.) PARTIES TO DISPUTE
The Kansas City Southern Railway Company)

QUESTION: Interpretation of Section 6 of the Agreement of May, 1936, relative deductions made by the Carrier from guarantee to employees at Deramus Yards, Shreveport, Louisiana, as provided in this section.

FINDINGS: The parties hereto are signatories to the Agreement of May, 1936, Washington, D. C. (Washington Job Protection Agreement).

On the basis of the entire record, all of the evidence, and reasonable inferences, I find and determine that:

Claimant herein holds the position of general clerk in the coordinated operation. He has worked his regular position during the hours of his regular assignment for the period in question, but has declined rest day relief and other assignments involving punitive rates of pay for performance outside his normal hours of service on other positions than the one to which normally assigned.

His earnings during the test period included overtime compensation for working his regular assignment, but rest day relief or overtime assignments on other positions did not enter into the calculation of his test period earnings for displacement allowances.

The daily wage rate for the position held by claimant for the test period was $16.06 per day or $349.30 per month at straight time rates of pay for a 40-hour week, The monthly guarantee is $396.00.

Carrier has reduced claimant's guarantee by the amount he could have earned if he had worked on his rest days in relief and had protected on other than his own position at overtime rates of pay.

DECISION: For purposes of offsetting any earned guarantee, the same bases that entered into test period earnings for displacement allowance for employee involved in this dispute are to be used fcr computing time lost on account of voluntary absences as provided in Section 6(c) of the Washington Job Protection Agreement.

Any duty to protect cn other work is for handling in accordance with the rules and practices on the property and not under the Agreement over which this Committee has supervisory control.

DOCKET NO. 79 --- Decision by Referee Coffey

Erie -Lackawanna Railroad Company)
vs.) PARTIES TO DISPUTE
John D. Everett (Individual))

QUESTION: Is John D. Everett, who worked as an electrician in the Car Department of the Erie Railroad Company at Jersey City, New Jersey, prior to March 16, 1957, entitled to separation allowance under Section 9 of the Washington Agreement of May 21, 19361

FINDINGS: Carrier party to the dispute and International Brotherhood of Electrical Workers, the collective bargaining agent for John D. Everett, individual claimant herein, are signatories to the Agreement of May, 1936, Washington, D. C. (Washington Job Protection Agreement).

On the basis of the entire record, all of the evidence, and reasonable inferences, I find and determine that:

Claimant herein was adversely affected as the result of a "coordination" within the meaning of Section 2(a) of the Agreement, supra.

The effective date of the "coordination" was October 1, 1956. The period during which changes consequent upon "coordination" were being made effective was from October 13, 1956 to March 25, 1957, inclusive. Claimant was first adversely affected as a result of said "coordination" on October 13, 1956. Section 2 (c) , Agreement, supra.

On the last mentioned date, the electrician position held by claimant was abolished and he exercised his senicrity to take another position. While on the new position he was paid the Section 6 allcwance which was due him. On March 16, 1957 the pcsition held by claimant, at that time, was abolished and openings in other reasonably comparable employment on "his home road" and in the "coordinated operation", for which claimant was qualified and not requiring a change in his place of residence, were advertised.

Claimant elected not to exercise seniority in accordance with implementing agreements negotiated with Carrier by his collective bargaining agent. He thereupon was continued on the appropriate Electricians' Roster as furloughed.

Without assigning any cause or reason, claimant failed to return to service in accordance with the working Agreement after being notified of position for which he was eligible and as provided in the Section 7(g) and (h). Accordingly, his name was removed from the Electricians' Roster.

The claim for Section 9 allowance asserted by claimant was progressed by his duly constituted representative on the property to Carrier's highest officer authorized to rule on said claims and was there declined, without further protest by the Employees.

DECISION: Claimant is not entitled to a separation allowance under Section 9 of the Washington Agreement of May 21, 1936.

DOCKET NO. 80 --- Withdrawn by Organization

The Order of Railroad Telegraphers)
vs.) PARTIES TODISPUTE
Erie-Lackawanna Railroad Company, Successors)
to Delaware, Lackawanna and Western Railroad Company)

QUESTION: 1. Was there a coordination as contemplated by the so-called Washington Job Protection Agreement of May 1936?

2. If the answer to Question 1 is *in* the affirmative, then are Delaware, Lackawanna and Western Railroad Telegraphers affected by this coordination and who are receiving coordination, displacement and other dismissal allowances in accordance with Memorandum of Understanding between The Order of Railroad Telegraphers and the Delaware, Lackawanna and Western Railroad implementing the protective provisions imposed by the Interstate Commerce Commission for employees affected by this coordination, entitled to additional compensation based upon Employees' allegation that Carrier had no right to abolish Telegrapher positions at stations which were abandoned and coordinated with paralleling stations of *Erie* Railroad between Binghamton, New York and, Gibson, New York, as covered by the Interstate Commerce Commission in &Order in Finance Docket No. 19989?

DECISION: Withdrawn by Organization.

DOCKET NO. 81 --- Withdrawn by Carrier

Erie-Lackawanna Railroad Company)
VS.) PARTIES TO DISPUTE
Brotherhood of Railroad Trainmen)

QUESTION: Did the Carrier make an appropriate rearrangement of its freight and extra through line passenger service forces under merged operations

when, in order Cc administer a percentage allocation cf work, accepted as being equitable by the Brotherhood of Railroad Trainmen, it selected employees from former "Erie" and former "DL&W" rosters of road train service to perform par: - of their service on both former railroad properties which necessitated the operation of some runs through crew change points and beyond senioricy district limits observed prior to merger by former "Erie" and former "DL&W" rostermen?

DECISION: Withdrawn by Carrier.

DOCKET NO. 82 --- Withdrawn by Carrier

Erie-Lackawanna Railroad Company)
vs.) PARTIES TO DISPUTE
District 50, United Mine Workers of America)
Marine Engineers' Beneficial Association end)
International Brotherhood of Teamsters, Chauffeurs,)
Warehousemen and Helpers, Local 518-Marine Employees)

QUESTION: Did carrier properly rearrange its tugboat and float bridge shore forces effective February 20, 1961, when it reassigned its Marine Department personnel under merger by allocating work among former Erie and former DL&W marine personnel on a percentage basis related directly to the percentage of work perfcrmed by each group during check period August 1, 1959 to September 30, 1960, both inclusive, which check period was prior to merger of Erie Railrcad Company and The Delaware, Lackawanna and Western Railroad Company which became effective October 17, 1960 pursuant to Order of the Interstate Commerce Commission in Finance Docket No. 20707, or should former DL&W marine personnel be added to *the* bottom of former Erie marine personnel rosters in the respective classes as demanded by District 50, United Mine Workers of America?

DECISION: Withdrawn by Carrier.

DOCKET NO. 83 --- Withdrawn by Carrier

Erie-Lsckawanna Railroad Company)
vs.) PARTIES TODISPUTE
Brotherhood of Locomotive Firemen and Enginemen)
Brotherhood of Locomotive Engineers)

QUESTION: Does Carrier have binding agreements for the rearrangement cf forces by reason of merger?

Is any adjustment necessary in the rearrangement of Carrier's yard and road engine service forces under merger, when, in order to administer a percentage allocation of work accepted as being equitable by the Brotherhocd of Locomotive

Engineers and Brotherhood of Locomotive Firemen and Enginemen, Carrier selected employees from former "Erie" and former "DL&W" resters of engine service employees, who, in some instances, to obtain their proper allocation of work, found it necessary on a tour of yard duty or run in road service to perform part of their services on both former railroad properties which necessitated the operation of some runs through crew change points and beyond seniority district limits observed prior to merger by former "Erie" and former "DL&W" rostermen?

DECISION: Withdrawn by Carrier.

DOCKET NO. 84 --- Withdrawn by Carrier

Erie-Lackawanna Railroad Company)
VS.) PARTIES TO DISPUTE
Hotel and Restaurant Employees and)
Bartenders International Union)

QUESTION: Is any adjustment necessary in the rearrangement of Carrier's Dining Car forces made effective April 30, 1961 when Carrier reassigned its Dining Car personnel under merger of the Erie Railroad and Delaware, Lackawanna and Western Railroad which became effective October 17, 1960, by assignment of employees to positions in accordance with bids and dovetailed seniority which was pursuant to the Order of the Interstate Commerce Commission in Finance Docket No. 20707?

DECISION: Withdrawn by Carrier.

DOCKET NO. 85 --- Decision by Committee

A. B. Daughtrey (Individual) Represented by)
Attorney Thomas E. McAndrews)
vs.) PARTIES TO DISPUTE
Norfolk Terminal Railway and)
Norfolk and Western Railway Company)

QUESTION: Claim of A. B. Oaughtrey, an individual, represented by attorney, for payment at the regular daily ratio of pay as switchtender at Norfolk Yard, Norfolk Terminal Railway Co. from August 13, 1957 (on which date the position of switchtender was abolished), continuing until such date as the Norfolk Terminal Railway Company ceases to operate, and thereafter severance payment in accordance with policy heretofore established in relation to other positions by the Management of the Norfolk Terminal Railway Company.

DECISION: On the basis of the evidence of record, the claim here involved lacks support under the provisions of the "Agreement of May, 1936, Washington, D. C."

DOCKET NO. 86 --- Decision by Committee

Jesse H. Sandford (Individual)	)	
Represented by Attorney Thomas E. McAndrews	)	
vs.	)	PARTIES TO DISPUTE
Norfolk Terminal Railway and	)	
Norfolk and Western Railway Company	)	

QUESTION: Claim of Jesse H. Sandford, an individual, represented by attorney, for payment at the regular daily ratio of pay as switchtender at Norfolk Yard, Norfolk Terminal Railway Company from August 13, 1957 (on which date the position of switchtender was abolished), continuing until such date as the Norfolk Terminal Railway Company ceases to operate, and thereafter severance payment in accordance with policy heretofore established in relation to other positions by the Management of the Norfolk Terminal Railway Company.

DECISION: On the basis of the evidence of record, the claim here involved lacks support under the provisions of the "Agreement of May, 1936, Washington, D. C."

DOCKET NO. 87 --- Decision by Committee

Erie-Lackswanna Railroad Company	)	
vs.	)	PARTIES TO DISPUTE
Alexander Merino (Individual)	)	

QUESTION: 1. By his notices of June 24th and 28th, did Alexander Marino unilaterally remove himself from all benefits of the Washington Agreement of May 21, 1936?

2. Is Alexander Merino entitled to a lump sum separation allowance under Section 9 of the Washington Agreement of May 21, 19361

FINDINGS: On July 6, 1959, the Erie Railroad and the DL&W Railroad filed application with the ICC to merge the properties and the joint application was approved in Finance Docket No. 20707 decided September 13, 1960. The Commission imposed for the protection of the employees the New Orleans Conditions.

On October 17, 1960, the merger was made effective.

On May 22, 1962 an implementing agreement was reached with the Clerks' Organization.

On May 23, 1961 Clerk Marino was notified his position as Chief Clerk was to be abolished effective May 26, 1961.

In exchange of correspondence Mr. Marino advised the railroad he did not desire to bid on positions shown on bulletin dated June 26, 1961 in Division Engineers' office, Hoboken, N. J., due to having submitted request for severance pay on June 21, 1961.

Mr. Marino indicated he desired the matter referred to the Section 13 Committee but instead he had Summons and Complaint served on the railroad demanding $6,000 together with costs of suit.

In the meantime, Clerk Marino obtained employment with the Ouro Test Company, North Bergen, N. J.

DECISION: Clerk Marino by his option of remaining under the provisions of Section 7 of the Washington Agreement and Condition 5 of the Oklahoma Conditions from May 26, 1961, to June 24, 1961, and then refusing to accept regular employment forfeited any possibility of receiving a lump sum separation allowance under Section 9 of the Washington Agreement as there were then positions made available to him under the Implementing Agreement of May 22, 1961.

Effective June 28, 1961, his notice to the carrier that he would not bid to receive a full time position at either Hoboken, the point where last employed, or at Scranton where he had "home" seniority rights removed him from the benefits provided by Section 7 of the Washington Agreement, as well as all other compensation benefits prescribed in the New Orleans Conditions or the Implementing-Agreement with the Clerks' Brotherhood.

DOCKET NO. 88 ---Decision by Referee Coffey

Missouri Pacific Railroad and	)	
Texas and Pacific Railway Company	)	
vs.	)	PARTIES TO DISPUTE
Brotherhood of Locomotive Engineers	)	
Brotherhood of Locomotive Firemen and Enginemen	)	
Order of Conductors and Brakemen, and	)	
Brotherhood of Railroad Trainmen	)	

QUESTION: (a) Is the Carriers' plan for the establishment of coordinated through freight and through passenger service between Texarkana, Arkansas-Texas and Palestine, Texas, as described in notice posted on October 20, 1961, pursuant to the provisions of Section 4 of the Agreement of May 21, 1936, a coordination as defined in Section 2(a) of the Agreement of May 21, 1936, known as the Washington Job Protection Agreement?

(b) Is the Agreement, drawn in conference, covering the coordination, which has been signed by the General Chairmen representing the Engineers, Firemen, Conductors, Trainmen and Yardmen of the Texas and Pacific Railway Company and the officers of the Missouri Pacific Railroad Company and the Texas and Pacific Railway Company, a proper Agreement as contemplated by the provisions of Section 5 of the Agreement of May 21, 1936, known as the Washington Job Protection Agreement?

FINDINGS: The parties hereto are signatories to the Agreement of May, 1936, Washington, 0. C. (Washington Job Protection Agreement).

The Committee is urged to summarily dismiss the submission of Carriers on grounds that the proposed change in their operations, if effected without prior approval of the I.C.C., would be unlawful. Section 5(1), Section S(2) (a) (ii) , Interstate Commerce Act.

The Employee's motion to summarily dismiss Carrier's submission has been duly considered. In that connection the record discloses:

In the Joint conference on May 11, through 15, 1936, the railroad representatives and railway labor executives had under consideration an outline of agreement prepared and submitted by the Railway Labor Executives' Association, Section 2 provided :

> "The term 'coordination' as used herein means any joint action of two or more carriers whereby they unify, consolidate, merge, pool, substitute, or abandon, in whole or in part, any of their services, facilities, or corporate organizations."
>
> Section 3, in part, provided:
>
> "If any carrier listed should obtain authority from the I.C.C. to unify the corporate organizations or operating methods they shall to that extent be regarded as coming under Section 2."

In the Agreement that was finally consummated, there is no reference to nor requirement for obtaining "authority from the I.C.C. to unify corporate organizations, or operating methods . . ."

Section 3(a) of the Agreement extant, in part, provides:

> "The provisions of this Agreement shall be effective and shall be applied whenever two or more carriers parties hereto undertake a coordination;" (Emphasis supplied)

Carriers herein served a Section 4 Notice on their Employees that, they intended to undertake a "coordination". A dispute or controversy, within the meaning of Section 13 of said Agreement, thereafter arose over which this Committee has exclusive and absolute jurisdiction.

The Missouri Pacific (MP) operates between St. Louis and Texarkana over a portion of its main line. A portion of the Texas and Pacific (TP) main line extends from Texarkana through Longview to El Paso. The MP operates over another portion of its main line from Longview to Palestine and beyond, connecting with TP at Longview.

The MP crews presently protect in passenger and freight service between the St. Louis gateway (which includes the east side terminal at Oupo, Illinois) and Texarkana. Traffic is interchanged at Texarkana between the MP and TP.

TP operates in freight and passenger service from Texarkana. Some of its crews in freight service end their road trip at Longview and some at Mineola, Texas. Crews in passenger service terminate at Ft. Worth. Cars from some of the trains operating out of Texarkana are set off at Longview and the balance moved to Mineola. In the northward or eastward movement, some of the crews operating

trains between Mineola and Texarkana likewise set off cars at Longview and pick up cars at Longview for handling to Texarkana.

The MP crews, home terminal Palestine, operate to Longview and terminate at that terminal, handling cars for points west of Longview on the TP and for points east of Longview for handling to Texarkana and points north of Texarkana on the MP. Such cars are interchanged to the TP at Longview; likewise, MP crews operate out of Longview to Palestine, handling cars which are brought into Longview from both east and west by TP crews.

Carriers propose to establish inter-railroad runs by agreements with the representatives of employees affected, so as to allow MP train and engine service employees to operate over 90 miles on TP rails and TP crews to operate over 81 miles on MP rails. A rearrangement of yard service at Longview, Texas, is also contemplated by the proposed change in road operations.

MP employees in train and engine road service hold seniority from Palestine to Longview, home terminal Palestine. TP men hold seniority from Longview to Texarkana, home terminal at Mineola for men in freight service, and Ft. Worth for those in passenger service. There would be no intermingling and merging of seniority by the transfer of men from one seniority district to another. MP employees would continue in the employment and be paid by that Carrier and TP employees will remain in that Carrier's service and be compensated by their home railroad, without any change in rates of pay under the separate rule schedules. Scheduled rules and all special agreements which are in effect or hereafter may be made applicable to MP men shall apply to the contemplated operation and conversely all schedule rules and all special agreements which are in effect or may hereafter be made applicable to TP men shall also apply in the contemplated operation.

Business would continue to be routed, as now, on waybills MP-TP-MP, the situation being this: Business would be handled on the MP from north end at Texarkana and from the south end at Longview and the TP handling its business over its rails as a connecting link between the MP at Texarkana and Longview. Division of revenue between Carriers to be made in conformity with published tariffs and agreements by and between the two railroads.

The contemplated operation does not involve the acquiring of trackage rights by the MP on the TP nor does it involve the acquiring of trackage rights on the MP by the TP.

The assignment of crew personnel for manning and protecting in freight service over the rails of both Carriers calls for a pooling arrangement by which a pool of crews, to operate first in, first out at both Palestine and Longview, would be set up to operate in through freight service between Palestine and Texarkana on continuous time and mileage basis with home terminal Palestine. This pool of crews to be made up with the men of the MP who hold seniority on the territory between Palestine and Longview and men on the TP who hold seniority on the territory between Longview and Texarkana. Through passenger service would also operate over the territory on a continuous time and mileage basis in assigned service, 50% of the regular assignments to be filled by men holding seniority on the TP and 50% by men holding seniority on the MP, so long as two or more regular assigned crews are needed in the service, the assignments to be worked out by agreement with the understanding that the entire consist of regular assigned

crews will be either MP or TP men, the intent being that there shall be MP crews and TP crews on regular assignments.

Local service is not involved in any way. The allocation of work as between MP and TP men would be on the basis of miles run and apportioned percentage wise.

Protective benefits prescribed by the Washington Job Protection Agreement would be applicable to the employees adversely affected in the road service and in the yard service at Longview. Final and binding arbitration under Section 7 of the Railway Labor Act, as amended, would be substituted for disputes handling under Section 13 of said Washington Agreement, but this proposed departure is subject to change at the Committee's direction, in which event there is no reason to believe the amendment would not be found acceptable by all concerned.

Carriers have been able to reach an accord with TP employees. Those in MP service were opposed and no agreement could be consummated.

DECISION: On the basis of the entire record, all of the evidence, and reasonable inferences, I find and determine that:

The motion to summarily dismiss Carriers' submission is hereby denied.

The establishment of inter-railroad runs by the pooling of crews' or other arrangements for a division of work is and always has been a proper subject for agreement by and between participating carriers and representatives of employees affected, but more is required in a "coordination" than the establishment of operating rights over lines of connecting carriers for crews in road service of separate carriers.

There must be joint action by two or more carriers whereby they unify, consolidate, merge or pool in whole or in part their separate railroad facilities or any of the operations or services previously performed by them through such separate facilities.

Carriers' plan for "coordinating" services amounts, at most, to a proposed change in crew assignments, as I view this record, and does not constitute a "coordination" as defined in Section 2(a) of the Agreement of May 21, 1936, known as the Washington Job Protection Agreement.

A "coordination" not being under consideration, there is no occasion for a Section 5 agreement.

DOCKET NO. 89 --- Decision by Referee Coffey

Gulf, Colorado and Santa Fe Railway Company and)
Southern Pacific Company (Texas Louisiana Lines))
vs.) PARTIES TO DISPUTE
The Order of Railroad Telegraphers)

QUESTION: Does Section 5 of the Agreement of May, 1936, Washington, D. C. (Washingtcn Job Protection Agreement) require the Carriers to assign employees deemed to be unnecessary in the coordinated facility at Tenaha, Texas?

FINDINGS: The parties hereto are signatories to the Agreement of May, 1936, Washington, D. C. (Washingtcn Job Protection Agreement).

On the basis of the entire record, all of the evidence, and reasonable inferences, I find and determine that:

In connection with a particular "coordination" at Tenaha, Texas, for consolidating two one-man stations at that location, a Section 5 dispute exists.

Carriers' proposed reorganization of their forces contemplates the retention of only one telegrapher for the combined facilities.

The Employees insist that the same number of positions be retained at one of the two former stations involved in the "coordinated" operation.

DECISION: The answer to the question as submitted in "NO".

DOCKET NO. 90 --- Decision by Referee Coffey

Union Pacific Railroad Company and)
Spokane International Railroad Company)
vs.) PARTIES TO DISPUTE
Brotherhood of Locomotive Engineers and)
Brotherhood of Locomotive Firemen and Enginemen)

QUESTION: May two labor organizations, parties to the Washington Agreement of 1936, in a situation which is admittedly a "coordination" as defined in that Agreement, repudiate the employee protection provisions of that Agreement and demand new and different employee protection measures as the price for their agreeing upon an implementing agreement required under Sections 4 and 5 of the Washington Agreement?

FINDINGS: The parties hereto are signatories to the Agreement of May, 1936, Washington, D. C. (Washington Job Protection Agreement).

On the basis of the entire record, all of the evidence and reasonable inferences, I find and determine that:

On June 21, 1961, the two Carrier parties to this dispute served notices under Section 4 of said Washington Agreement advising all interested parties of their intention to consolidate their separate switching districts at Spokane, Washington, in what is not disputed to be a "coordination" as defined by Section 2(a) Agreement, supra.

Implementing agreements have been reached with all of the involved employees, save for those in engine service. The organizations parties to this dispute, representing the affected employees in that service, are in accord with Carriers for consolidating the switching district; the operation cf the Spokane International road trains into the Union Pacific yard; the selection of forces; and, the apportionment of work and assignment cf employees to that work.

As a condition precedent, however, for formalizing any implementing agreement for making the "coordination" complete, the Employees seek support herein for additional job protection over and above the compensatory features of said Washington Job Protection Agreement.

DECISION: *The* parties having failed to consummate a different agreement, the protective provisions of the Washington Agreement of May, 1936, shall apply to this "particular coordination", and more cannot be required of Carriers, over their opposition, for putting said "coordination" into effect.

Further negotiations are thereafter dependent upon due processes of law, contract or by agreement.

DISSENT --- DOCKET NO. 90

ISSUE IN DISPUTE: (Carrier's brief of March 1, 1962, page 1)

> "May two labor organizations, parties to the Washington Agreement of 1936, in a situation which is admittedly a 'coordination' as defined in that Agreement, repudiate the employee protection provisions of that Agreement and demand new and different employee protection measures as the price for their agreeing upon an implementing agreement required under Sections 4 and 5 of the Washington Agreement?"
>
> (Carrier's brief of March 1, 1962, page 24)
>
> "In accordance with Sections 5 and 13 of the Washington Agreement, the Carriers respectfully request that the Committee direct the bases and conditions under which the proposed coordination shall be made effective."

During the deliberations of the Section 13 Committee prior to rendition of "decision" in Docket 90 on March 19, 1963, consideration was also given to Dockets Nos. 70 through 100. Docket No. 88, while not analogous to the basic issues found in Docket No. 90, clearly demonstrates the right of either the Carriers or the Employees to seek new and different rules and/or stipulations in any implementing agreement consummated under Secicn 5 of the WJPA. For ready reference, the last paragraph of Carriers' "Exhibit F-1" is reproduced below:

"ARTICLE V

In lieu of Section 13 of the Washington Agreement, it is agreed: Any dispute (except those involving Section 11 of the Washington

"Agreement) over the interpretation or application of this Agreementwhich cannot be settled between the Carriers and the authorized representatives of the employee or the employees involved within 30 days after the dispute arises will be submitted to and settled by an arbitration board in accordanca with the provisions of Section 7 of the Railway Labor Act as amended."

Here Missouri Pacific management and the carrier members of the Section 13 Committee requested Referee Coffey to approve the prcposad agreement (Carriers' Exhibit F-l) containing the above reproduced Article V as "a proper agreement as contemplated by the provisions of Sectien 5 of the Agreement of May 21, 1936, known as the Washington Job Protection Agreement". Paradoxically, the Carriers here sought sweeping changes in the WJPA by dsleticn of Section 13 while in Docket No. 90 it is contended that the language contained in the WJPA is "sacred" and cannot be changed by the employee representatives. Perhaps consistency is a virtue relegated to the dark ages and outmoded by the expediency of modern labor relations.

It is most disturbing to note that Referee Coffey, in his March 19, 1963 decision sustaining the Carriers' plea, enlarged upon the authority and jurisdiction of the Section 13 Committee by dictating the terms and conditions of agreement necessary to effect such a coordination. Nowhere within the WJPA can be found procedures for dealing with disputes comparable with those posed by the Carriers on March 1, 1962, herein reproduced. Hence the Section 13 Committee lacks jurisdiction and if the March 19, 1963 decision of Referee Coffey is allowed to stand, it can only be considered as a new rule arbitrarily forced upon the Employees in contravention to tha orderly processes of the Railway Labor Act. We therefore violently disagree that such a new rule can be justified by the Referee simply with the bland observation that "more cannot be required of the Carriers." Neither do we agree that the Section 13 Committee or Referee Coffey have any vested authority to prescribe or direct the terms or conditions of an implementing agreement under Sectien 5 other than the allocation of employees to participate in a coordinated operation.

DOCKET NO. 91 --- Withdrawn by Organization

Brotherhood of Railway and Steamship Clerks, Freight Handlers and Station Employees	)	
vs.	)	PARTIES TO DISPUTE
Erie-Lackawanna Railroad Company	)	

QUESTION: It is the position of the Brotherhood that:

1. Mrs. Mary K. Hillman, an employee of the Erie-Lackawanna Railroad, was involved in the consolidation of the Erie Railroad and the DL&W Railroad Company at Hornell, New York and Scranton, Pennsylvania, which occurred on or about June 12, 1961, in accordance with I.C.C. Finance Docket 20707 and as an employee "continued in service" is therefore entitled to be compensated in accordanca with the provisions of Section 11 of the "Agreement of May, 1936, Washington, D. C."

- SO"

2. As an employee involved in the consolidation and "continued in service" and who was required to change her place of residence is entitled to be paid the difference between the amount she received for the sale of her home of $11,750 and the appraisal value of $12,500 without any deductions of any character, or an amount of $750. (File '17.2, Subject: Consolidations: Erie-DL&W System - Section 11.)

DECISION: Withdrawn by Organization.

DOCKET NO. 92 --- Decision by Referee Coffey

The Order of Railroad Telegraphers	)	
vs.	)	PARTIES TO DISPUTE
Chicago and Eastern Illinois Railroad Company	)	

QUESTION: Does the consolidation of work performed exclusively by telegraphers in the employ of the Chicago and Eastern Illinois Railroad Company at "MC" Tower, Chicago Heights, Illinois, prior to March 14, 1962 with the work of telegraphers in the employ of Elgin, Joliet and Eastern Railway Company at "JAY" Tower, located approximately thrae blocks west of "MC" Tower in Chicago Heights, constitute a "coordination" under the provisions of the "Agreement of May, 1936, Washington, D. C."?

FINDINGS: The parties hereto are signatories to the Agreement of May, 1936, Washington, D. C. (Washington Job Protection Agreement).

On the basis of the entire record, all of the evidence, and reasonable inferences, I find and determine that:

Since 1888, the instant Carrier and the Elgin, Joliet and Eastern Railway Company have been parties to an arrangement for jointly operating the facilities identified in this record as "JAY" Tower.

The "MC" Tower has been jointly operated since 1917 by the C&EI Railroad, party hereto, and the Michigan Central Railroad Company.

On March 14, 1962, the joint MC-C&EI interlocking at "MC" Tower was converted from a manual to an automatic operation. Effective the same date, the operator-leverman positions at "MC" Tower were abolished and four employees (three regular and one regular relief) at that location were displaced. Some of the communication work on those positions has been placed on positions at the "JAY" Tower.

DECISION: Evidence is inconclusive to show a rearrangement or adjustment of forces in anticipation of a "coordination", with the purpose or effect of depriving an employee of benefits to which he would have been entitled as an employee affected by a "coordination" as defined by Section 2(a), Agreement of May, 1936, Washington, D. C.
