

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express & Station Employees
and
Chesapeake and Ohio Railway Company

QUESTIONS
AT ISSUE:


- (1) Is E. E. Campbell entitled to a protected rate under the February 7, 1965 Agreement at the rate of the Yardmaster's position he held on October 1, 1964?
- (2) If the answer to Question (1) is in the affirmative, shall the Carrier now be required to compensate Claimant Campbell for the difference between his protected rate of the Yardmaster's position he held on October 1, 1964, and that of the Swing Clerk position he returned to on September 22, 1969?

OPINION
OF BOARD:

The Question at Issue has been before this Committee with slightly different facts and rejected in our Awards 36, 195 and 205. In addition to the reasons furnished in those cases, we note the additional fact that Claimant was working on a yardmaster's position on October 1, 1964, under the Yardmasters' Agreement, which is not an Organization signatory to the February 7th Agreement.

AWARD

Questions 1 and 2 are answered in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
August 4, 1971