

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express and Station Employes
DISPUTE) and
Lake Superior Terminal & Transfer Railway Company

QUESTIONS
AT ISSUE:

(1) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Articles I and IV, when it refused and continually refuses, to compensate Jack Alho, Furloughed Baggage-man, Superior, Wisconsin, commencing September 11, 1970 and each work day thereafter at his guaranteed Baggage-man-Janitor's rate of \$25.36 per day, plus subsequent general wage increases?

(2) Shall the Carrier now be required to compensate Jack Alho at his guaranteed rate of \$25.36 per day, plus subsequent general wage increases, commencing September 11, 1970 and each work day thereafter, less any compensation received for such days if any?

OPINION
OF BOARD:

On March 28, 1970, Claimant was displaced from his regular position by a senior employee. Despite such displacement, Claimant was able to continue to work regularly until September 11, 1970, when he finally reverted to the furloughed list.

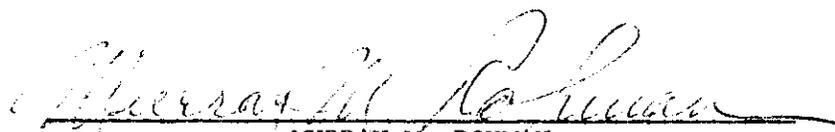
In essence, the crux of the instant dispute is premised upon an alleged violation of Article I, Section 3, of the February 7, 1965 Agreement and Question and Answer No. 4, of the November 24, 1965 Interpretations.

In view of our remarks and conclusions contained in Case No. CL-82-W, Award No. 262, we are, likewise, disposing of the instant matter.

AWARD

1. The matter is remanded to the parties for negotiation of a local agreement in accordance with our Opinion.

2. We shall hold in abeyance the question whether Claimant is entitled to any compensation pending conclusion of an agreement for a substitute formula.


MURRAY M. ROHMAN
Neutral Member

Dated: Washington, D. C.
October 27, 1971