

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

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J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

July 29, 1974

Dr. Murray M. Rohman
Professor of Industrial Relations
Texas Christian University
Fort Worth, Texas 76129

Place in award book 605

Mr. Nicholas H. Zumas
1990 M Street, N. W.
Washington, D. C. 20036

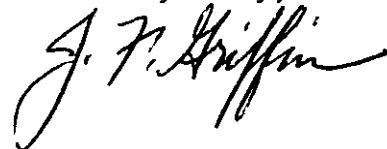
Mr. Milton Friedman
850 Seventh Avenue
New York, New York 10019

Gentlemen:

This will supplement our previous letters with which we forwarded to you copies of Awards of Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 Agreement.

There are attached copies of Award Nos. 380 to 384, inclusive, dated July 26, 1974 rendered by Special Board of Adjustment No. 605.

Yours very truly,



cc. Chairman, Employees National Conference Committee (10)

Messrs. C. L. Dennis (2)

S. G. Bishop

E. J. Neal

R. W. Smith (2)

C. J. Chamberlain (2)

M. B. Frye (2)

W. W. Altus

H. C. Crotty (2)

✓ J. J. Berta (2)

Lester Schoene, Esquire

R. K. Quinn, Jr. (3)

W. F. Euker

T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE:)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
and
Cincinnati Union Terminal Company

QUESTIONS
AT ISSUE:

ORGANIZATION'S QUESTIONS

"(I) Did the Carrier violate the February 7, 1965 Stabilization of Employment Agreement when it removed the claimants listed herein from protected status and refused to pay them the protected rate due under the Agreement?

(II) Shall Carrier be required to restore Claimants listed below to protected status with all rights unimpaired and to compensate them for all losses incurred from the date claim was filed plus losses as indicated prior to filing of continuing claim?

Helen M. Wilkins	Robert Ivery
Leory Dinkins	Clyde Keeton
Leo Elliot	Lester A. Keith
Milton Harris	Frank Kirk
Isaac Hill	Joe Lafferty
Edward E. Lockett	Everett E. Swope
James McIntyre	Roosevelt Wade
Noonan Patton	Johnnie Wallace
Franklin Redmon	Willis Wilder
H. Robbins	Robert Williams, Jr.
Charlie Saggus	Sam Williams
Frank Stephens	Hasten Wright
	L. J. Stephens"

CARRIER'S QUESTIONS

(I) Did the Organization have the right to reject Award No. 213 of the Special Board of Adjustment and refuse to enter into Agreement based on criteria in this Award?

(II) Does the Organization have the right to ignore the corporate entity of The Cincinnati Union Terminal Company and insist that the volume of business of the owning trunk line Carriers is the controlling criteria for measuring the business of The Cincinnati Union Terminal Company?

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(III) Did Carrier comply with Article I, Section 3 of the February 7, 1965 Agreement and Question and Answer No. 4 of Interpretations when it applied the criteria set forth in Awards 156 and 213 of Special Board of Adjustment 605 following conference with and rejection by the Organization?

(IV) Did Claimants Robbins and Wade have protected status under Article I, Section 1 of the February 7, 1965 Agreement?

(V) Did Claimants lose their protection when they failed to exercise their seniority to available positions pursuant to Article II, Section 1?


(VI) Did the named Claimants lose their protected status, when they failed to preserve their seniority rights under Paragraph 2 of Rule 17, and as a consequence were thereafter unable to exercise their seniority to positions available to them pursuant to Article II, Section 1, of the February 7, 1965 Agreement?

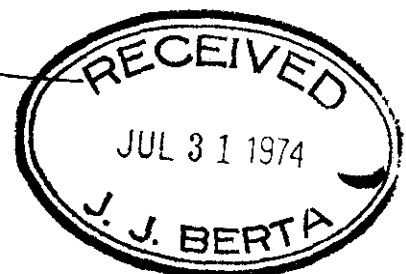
OPINION OF BOARD: The issues in this docket all involve application of Article I, Section 3, of the February 7, 1965 Agreement. Subsequent to this docket being submitted to this Board, the parties, by agreement, submitted to final and binding arbitration the question of what substitute criteria should apply on the CUT for determining a decline in business, as well as other subsidiary matters. On May 2, 1974, the Arbitration Board rendered its Award, setting forth the substitute criteria, specifying that its effective date shall be February 7, 1965, and, established certain other provisions for applying the Agreement and Award. Therefore, this case is remanded to the parties for disposition in accordance with the Award and Agreement.

It is understood that should the parties be unable to dispose of all questions at issue in this dispute on the basis of the Arbitration Board Award such remaining questions may be resubmitted to this Board for determination.

AWARD

Claim remanded to the parties as per opinion.


Murray M. Rohman
Neutral Member



Dated: Washington, D. C.
July 26, 1974