

# NATIONAL RAILWAY LABOR CONFERENCE

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

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WILLIAM H. DEMPSEY, Chairman

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D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

May 22, 1975

Dr. Murray M. Rohman  
Professor of Industrial Relations  
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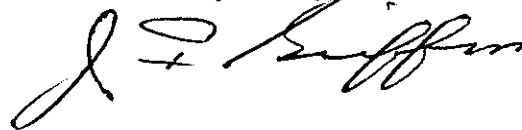
Mr. Nicholas H. Zumas  
1990 M Street, N. W.  
Washington, D. C. 20036

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. 391 to 394, inclusive, dated May 21, 1975, rendered by Special Board of Adjustment No. 605.

Yours very truly,



cc: Chairman - Employes' National Conference Committee (10)

Messrs.

C. L. Dennis (2)  
E. J. Neal (3)  
S. G. Bishop (3)  
C. J. Chamberlain (2)  
H. C. Crotty (2)  
R. W. Smith (2)  
M. B. Frye (2)  
W. W. Altus (2)  
 J. J. Berta (2)  
Lester Schoene Esquire (2)  
R. K. Quinn, Jr. (3)  
W. F. Euker  
T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT NO. 605

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

QUESTION  
AT ISSUE: Are employes John J. Dolfus, Harry Wright, R. H. Rexroth,  
E. C. Seymour, M. C. Carroll, and C. M. Ryan entitled to  
all of the benefits and provisions of the National Employ-  
ment Stabilization Agreement of February 7, 1965, on and  
after October 15, 1973?

OPINION  
OF BOARD: On February 25, 1971, Claimants held regular assigned positions  
on the B&O; and were protected employees under the provisions  
of the February 7, 1965 National Agreement. Thereafter, pursuant to proper  
notice, an Agreement was consummated, effective June 4, 1973, consolidating  
the clerical and telegrapher work. Subsequently, on October 15, 1973, a Memo-  
randum Agreement was executed coordinating the Casualty Prevention clerical  
work of the C&O and B&O.

Claimants were directly affected by said coordination, there-  
fore, opted to take a clerical position in the coordinated operation design-  
ated as the C&O/B&O Casualty Prevention Department. Furthermore, the clerical  
positions in the coordinated office were placed under the provisions of the  
BRAC Agreement on the C&O.

Basic to the instant dispute is the June 4, 1973 Agreement,  
consolidating the clerical and telegrapher work. Included therein is Article  
XV, the pertinent portion of which is hereinafter quoted, to wit:

"Article XV

"Effective

This Agreement is effective June 4, 1973 and  
shall supersede all other protective Agreements cur-  
rently in effect on the Carrier applicable to employees  
subject to this Agreement including, but not limited to,  
the Agreement of June 3, 1963 and the Agreement of  
February 7, 1965 and interpretations and supplements  
thereto; except, that individuals who have already  
qualified for and are receiving compensation under pre-  
viously existing protective Agreements shall continue  
to receive such protective compensation for the duration  
of the protective period for which originally qualified  
or until such time as such individuals acquire a regular

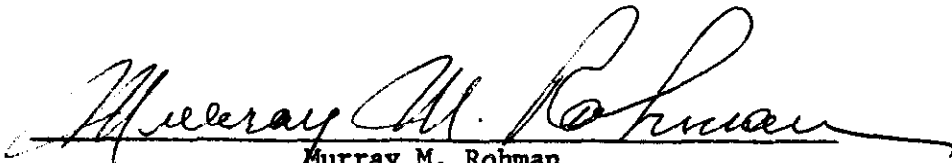
AWARD NO. 391  
Case No. CL-66-E

assignment producing compensation equal to, or higher than, their particular guarantee, whichever occurs first."

Thus, the Carrier contends that effective June 4, 1973, Claimants "were no longer covered by the February 7, 1965 Stabilization Agreement ..." We have carefully scrutinized all of the provisions of the June 4, 1973 Agreement. It is our considered view that on and after June 4, 1973, these Claimants were excluded from the protective benefits of the February 7, 1965 National Agreement. Moreover, while we recognize the significance of the previously quoted Article XV of the June 4, 1973 Agreement, we are cognizant also of that Section contained in said June 4, 1973 Agreement, entitled "Understanding", namely, that the Protective Agreement is alleged to be a recurring type protection; as well as the contents of Article XI - Arbitration.

AWARD

The answer to the question is in the negative.

  
Murray M. Rohman  
Neutral Member

Dated: Washington, D. C.  
May 21, 1975