

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)
Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
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 Eugene W. Kolstad, Furloughed Baggage-man-Janitor, Superior, Wisconsin, commencing April 25, 1970 and each work day thereafter at his guaranteed Relief Storekeeper-Yard Clerk rate of \$27.12 per day, plus subsequent general wage increases?

(2) Shall the Carrier now be required to compensate Eugene W. Kolstad at his guaranteed rate of \$27.12 per day, plus subsequent general wage increases, commencing April 25, 1970 and each work day thereafter, less any compensation received for said days?

OPINION
OF BOARD:


Upon abolishment of Claimant's position on April 24, 1970, he reverted to the furloughed list inasmuch as he lacked sufficient seniority to displace a junior employee. Otherwise, the instant claim is similar in nature to Case No. CL-82-W.

Predicated upon our review of the facts herein, together with our conclusions reached in Award No. 262, we are referring the matter back to the parties for the same purpose.

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