

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES)
TO)
DISPUTE)

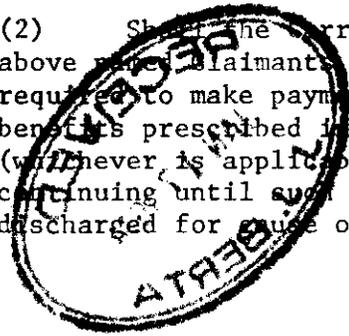
Brotherhood of Railway, Airline and Steamship Clerks, Freight
Handlers, Express and Station Employees
and
The Central Railroad Company of New Jersey (R.D. Timpany, Trustee)

QUESTIONS
AT ISSUE:

(1) Did the Carrier violate the terms of the February 7, 1965 National Agreement, particularly Articles I and IV thereof, beginning on April 1, 1972, when it failed and refused to retain the following named employees in service subject to compensation as provided in the Agreement:

J. Sterling	J. Pammer
W. H. Bowen	R. Evans
C. Bimler	L. Kehoe
C. P. Long	S. Fedorcha
T. E. Seiple	M. Bench
M. E. Burda	J. Leinhard
J. Puschock	K. Searfoss
H. Richards	J. J. Doll
L. Hannis	D. J. Boyle
L. Hartranft	J. Harring
R. Hummel	J. Nagle
M. C. Hess	H. McGovern
M. Deppe	T. B. James
G. Wetzell	J. Devitt
J. Lenahan	J. Modrovsky
E. Purcell	E. Trojanowski
W. T. Czapp	J. Cooney
J. McKernan	J. Kohut
C. E. LeVan	W. Smith
P. Campbell	D. Lindenmuth
W. Boyle	J. J. Bulkely, Sr.
W. Dutt	Fred Signarovitz

(2) Should the Carrier be required to restore each of the above named Claimants to service, and shall the Carrier also be required to make payment to each of the above Claimants the benefits prescribed in Article IV, Section 1 or Section 2 (whichever is applicable) beginning with April 1, 1972, and continuing until such time as they are individually retired, discharged for cause or otherwise removed by attrition?



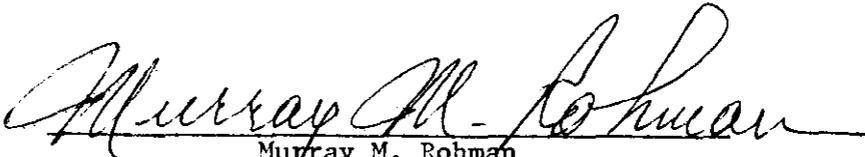
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OPINION OF BOARD: Based upon our analysis of this record one of the fundamental issues involved in this matter relates to the interpretation of the I.C.C. Order in Finance Docket 26659. Therefore, it is our considered opinion that this issue should be referred by the parties immediately to the I.C.C. for interpretation of the I.C.C. Order respecting the scope of employee protective benefits allowed in Finance Docket 26659. Such interpretation shall be furnished promptly to the Committee.

Accordingly, this docket is held in abeyance by this Committee and the matter is remanded to the property without prejudice to the position of either party.

AWARD

The dispute is remanded to the parties in accordance with the Opinion.


Murray M. Rohman
Neutral Member

Dated: Washington, D.C.
January 11, 1974

