

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 III, IV and V thereof and the Interpretations of November 24, 1965, when it made an extensive operational, organizational and technological change effective April 1, 1972, and failed and refused to enter into an appropriate implementing agreement and also failed and refused to accord the affected employees the benefits prescribed in the foregoing agreements, and
2. Shall the Carrier be required to enter into an appropriate implementing agreement to provide for the transfer and use of employees and allocation or rearrangement of forces made necessary by the change, and
3. (a) Shall all employees named in Item 5 of this claim who have fifteen or more years of employment relationship with the Carrier and are requested or required to transfer to a new point of employment requiring them to move their residence be given an election of accepting a lump sum separation allowance computed in accordance with the schedule set forth in Section 9 of the Washington Job Protection Agreement, and  
  
(b) Shall all other employees named in Item 5 of this claim, including those who have fifteen or more years of employment relationship with the Carrier and who do not elect to accept a lump sum separation allowance be accorded the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition receive a transfer allowance of four hundred dollars (\$400) and five (5) working days instead of the "two (2) working days" provided in Section 10(a) of the Washington Agreement, and  
  
(c) In addition to the remuneration sought in Items 3(a) and 3(b) hereof, shall the Carrier be required to make payments of benefits prescribed in Article IV, Section 1 or Section 2 (whichever is applicable) to all employees named in Item 5 of this claim beginning with April 1, 1972 and continuing until such time as they are individually retired, discharged for cause or otherwise removed by natural attrition, and
4. (a) If it is determined that Carrier did not violate the provisions of the February 7, 1965 Agreement and the Interpretations of November 24, 1965, by its failure and refusal

- 2 -

to make an implementing agreement, then did Carrier violate the provisions of the February 7, 1965 Agreement and the Interpretations of November 24, 1965 when it failed and refused to accord the benefits contained in Section 10 of the Washington Job Protection Agreement, including the granting of five (5) working days instead of the "two (2) working days" provided by Section 10(a) of the Washington Agreement when it made an operational, organizational and technological change effective April 1, 1972 and which change required the employees named in Item 5 of this claim to change their place of residence, and

(b) Shall the Carrier be required to accord the benefits contained in Section 10 of the Washington Agreement and accord five (5) working days instead of the "two (2) working days" provided by Section 10(a) of the Washington Agreement to all employees named in Item 5 of this claim and who were required to change their place of residence, and

(c) In addition to the remuneration claimed in Items 4(a) and 4(b) above shall the Carrier be required to make payment of the benefits prescribed in Article IV Section 1 or Section 2 (whichever is applicable) to all employees named in Item 5 of this claim beginning with April 1, 1972 and continuing until such time as they are individually retired, discharged for cause, or otherwise removed by natural attrition, and

5. The employees upon whose behalf this claim is filed and upon whose behalf the remuneration above is sought are as follows: (exhibit 6c)

Zone 3 Protected Employees

Group 1

Melvin Ichter  
Michael P. Kilcoyne  
John W. Sterling  
William H. Bowen  
Charles W. Bimler  
Anselm T. Januzzi  
John C. McCauley  
Clarence P. Long  
Torrence Seiple  
Michael E. Burda

H. A. Wenner  
Joseph Puschock  
Harold P. Richards  
Lee Hannis  
Lynn Hartranft  
R. Hummel  
Abner Liggett  
Millard C. Hess  
Marcus E. Deppe  
G. W. Wetzel

Myron J. Dubee  
Edward Bosha, Jr.  
Joseph T. Lenahan  
Earl R. Purcell  
Rocco Presto  
William T. Czapp  
Marion Wetherhold  
G. Moyer  
John McKernan  
Hubert McGovern

Marcus S. Coles  
Leo P. Kehoe  
Walter L. Boyle  
John J. Kohut  
William J. Smith  
John C. Pammer  
Robert L. Evans  
Harold J. Herriety  
Stephen Fedorcha  
Michael Bench

- 3 -

Clyde E. Levan  
Thomas B. James  
Paul B. Campbell  
Joseph R. Devitt  
Joseph Modrovsky  
Carl Metz  
Evelyn Loefflad  
Jacques C. Buckley, Sr.  
Edward Trojanowski  
James R. Cooney

Florence Dorsheimer  
John M. Xygmunt  
Donald Lindenmuth  
Francis Signarovitz  
Joseph B. Lienhard  
Meritt K. Fry  
Kenneth Searfoss  
Joseph J. Doll  
D. J. Boyle  
Nicholas Dutt, Jr.  
Jacques C. Buckley, Jr.  
Gladys Eastman

Group 2

John J. Harring  
James H. Nagle  
Frederick Signarovitz

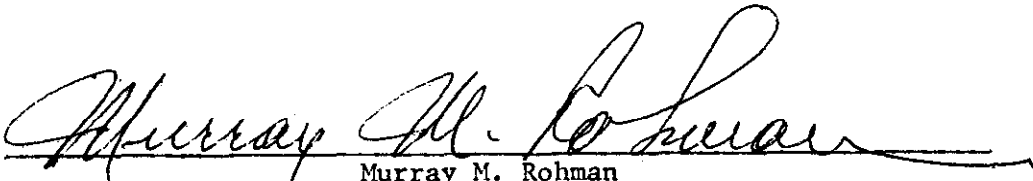
Otto Shimanek  
Frank Haftle  
William G. Young

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

