Award No. 195
Case No. CL-67-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE )

Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express & Station Employes
and
Kansas City Terminal Railway Company

QUESTIONS AT ISSUE:

(1) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Article I, Section 1, when it refused to recognize Claimant H. L. Baker as a protected employee?

(2) If the answer to (1) is in the affirmative, did the Carrier violate the provisions of Article IV, Section 1, when it failed to compensate Claimant in accordance therewith?

(3) Shall the Carrier now be required to restore the protected status to Claimant and compensate him for the difference between his protected rate of General Foreman and that of position(s) held subsequent to June 1, 1967, as provided in Article IV, Section 1, of the February 7, 1965 Agreement?

OPINION OF BOARD:

Effective June 1, 1967, Claimant was disqualified and relieved from his position as General Foreman, an excepted position. Pursuant to Rule 13, he exercised his seniority to the position of Assistant Foreman in the Mail and Baggage Department. It is the Organization's contention that pursuant to Article IV, Section 1, of the February 7, 1965 National Agreement, Claimant is entitled to be compensated the difference in pay between the rate of the General Foreman's position and Assistant Foreman. Thus, the issue presented is whether or not the position of General Foreman was subject to the protective provisions of the February 7, 1965 Agreement. The Carrier concedes that when Claimant exercised his seniority rights under Rule 13, "he then became subject to the protection of the February 7, 1965 Agreement at the rate of the position to which he exercised his seniority." Therefore, "his protected rate became the rate of the Assistant Foreman position he displaced on."

In view of our analysis in Award No. 36, we are in accord with the Carrier's contention as to the effect of Article IV, Section 1, as well as the Letter of Understanding executed on February 7, 1965.

AWARD

The answer to Questions (1), (2), and (3) is in the negative.

Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
January 19, 1970