

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Maintenance of Way Employees
TO) and
DISPUTE) The Chesapeake and Ohio Railway Company

QUESTION Did Ervin Van Hoose qualify as a protected employe under Article
AT ISSUE: I of the February 7, 1965, Agreement, and if so, what are his protective conditions under the February 7, 1965, Agreement?

OPINION The evidence of record indicates that Claimant Ervin Van Hoose
OF BOARD: filed this case Ex Parte with the Third Division, National Railroad Adjustment Board. The Carrier responded thereto and also filed the case Ex Parte with the Disputes Committee created pursuant to Article VII of the February 7, 1965 Mediation Agreement, to decide any dispute involving the interpretation or application of any of the terms of the February 7, 1965 Mediation Agreement not settled on the property. Application of the February 7, 1965 Mediation Agreement is here involved. The Committee therefore assumes jurisdiction.

The evidence further discloses that during year 1964, Claimant, who has been in the employment of the Carrier since 1941, held (and still holds) seniority in the Machine Operator Classification and in the track laborer classification; that although he was on leave of absence part of the year 1964 he returned on September 8, and went to work on a position in the Machine Operator Class which he still held and worked on October 1, 1964; and that he performed service in the Machine Operator Class forty days during 1964.

On the basis of the particular facts and circumstances in this case, the Committee decides that Claimant will be guaranteed the compensation of the Machine Operator Classification for forty days each year, the remainder of his guaranteed compensation being at the rate of the track laborer classification. See Interpretation November 24, 1964, Question and Answer No. 3, Article IV, Section 1.

AWARD

As indicated in the opinion.

CARRIER MEMBERS

W. S. Macgill
J. W. Brown

EMPLOYEE MEMBERS

G. E. Leight
H. C. Bradley