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Award No. 146  
Case No. CL-4-E

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) J. E. Kelly (Individual)  
TO ) and  
DISPUTE ) Western Maryland 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 failed to return J. E. Kelly to service properly in accordance with normal procedures of the agreement?

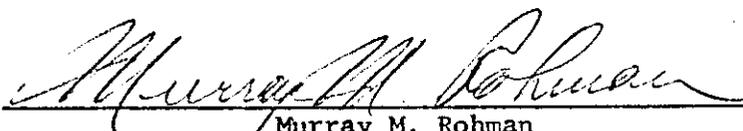
(2) Shall the Carrier be required to compensate J. E. Kelly one day's pay on a punitive basis beginning with March 1, 1965 and continuing until such time as he is placed on the position he would have occupied had he been returned to service properly in accordance with normal procedures of existing agreements?

OPINION  
OF BOARD:

The Carrier asserts that Claimant Kelly is a protected employee under the February 7th Agreement. He was recalled to service pursuant to the provisions of that Agreement and has been regularly employed and compensated while working on a position of Mail Clerk at Hagerstown since March 6, 1965. Moreover, the record contains no probative evidence that Carrier failed to compensate him for any benefits that he might otherwise be entitled to under the February 7, 1965 Agreement.

AWARD

Questions 1 and 2 are answered in the negative.

  
Murray M. Rohman  
Neutral Member

Dated: Washington, D. C.  
October 22, 1969