

SPECIAL BOARD OF ADJUSTMENT NO. 605

John A.H.
PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express & Station Employees
DISPUTE) and
Chesapeake and Ohio Railway Company (Perc Marquette District)

QUESTIONS
AT ISSUE:

1. Did Mr. Merrill Smith, a protected as regular assigned employee, receive his normal compensation under Article IV, Section 1 of the February 7, 1965 Agreement?
2. Is this employee entitled to holiday pay for January 1, 1968, in addition to his five day guarantee commencing January 2, 1968 to January 8, 1968 inclusive?

OPINION
OF BOARD:


Claimant is a protected furloughed extra employee. He worked as an extra from Tuesday, December 26 through Saturday, December 30, 1967. Monday, January 1, 1968, was a designated legal holiday. Although Claimant did not perform any service on the holiday, the Organization asserts that he was entitled to holiday pay pursuant to Article IV, Section 1, of the February 7, 1965 National Agreement. Inasmuch as the National Holiday Agreement was not adopted until December 28, 1967, the Carrier initially declined to pay Claimant for the holiday.

On the property, the Organization progressed the instant dispute solely on the basis of holiday pay for January 1, 1968. Subsequently, the Carrier recognized the validity of the Claim and conceded its error by adjusting his holiday rate of pay.

In our view, the instant dispute represents an enlargement of the Claim on the property.

Award:

The answer to Questions 1 and 2 is moot as the Claimant was compensated for the January 1, 1968 legal holiday.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
December 17, 1969