

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express and Station Employees
DISPUTE) and
Chesapeake and Ohio Railway Company (Chesapeake District)

QUESTIONS

- AT ISSUE: (1) Is Mrs. Joan A. Young a 'protected employee' under the Agreement of February 7, 1965?
- (2) If the answer to Question No. 1 is in the affirmative, shall the Carrier now be required to restore her name to the list of 'protected employees' and compensate her for any losses sustained by reason of its failure to so treat her?

OPINION
OF BOARD:

The Claimant, Mrs. Young, was a furloughed employee on October 1, 1964, her position having been bid in by a senior employee on September 28, 1964. She did not return to active service until she was notified on February 3, 1965 that she was recalled for regular position of Steno-Clerk A-7 at Ashland, Kentucky, which she accepted and advised she would report on February 8, as she was permitted to do under the rule in the schedule agreement.

Article I, Section 1 of the February 7, 1965 agreement provides in part that

"All employees - - - - - who after October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had fifteen or more days of compensated service during 1964, will be retained in service, subject to compensation as hereinafter provided - - - - -."

Mrs. Young had two years or more of employment relationship as of October 1, 1964, and more than fifteen days of compensated service during 1964. Although she was not in active service on October 1, 1964, she accepted a regular assignment on February 3, 1965 and therefore was "restored to active service" prior to February 7, 1965, the date of the Agreement. Mrs. Young, having met these requirements, was entitled to be "retained in service" as a protected employee.

The record before us does not show that Claimant has been denied any compensation due her under the terms of the Agreement, and our award is confined to a ruling that she should have her name restored

to the list of "protected" employees as of the effective date of the Agreement. She is not entitled to a finding that she has been denied any compensation or other benefits provided by the Agreement.

AWARD

The answer to Question 1 and 2 is in the affirmative as limited by the above opinion.

CARRIER MEMBERS

W. S. Merrill
M. E. Parks

EMPLOYEE MEMBERS

G. L. Dennis
J. E. Leighty