

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express and Station Employees
DISPUTE) and
St. Louis-San Francisco Railway

QUESTIONS

- AT ISSUE:
- (1) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Article IV, Section 1 thereof, when it refused and continues to refuse to consider one hour overtime daily in the normal rate of compensation comprehended for the position of Chief Clerk in the St. Louis General Office Mail Room?
 - (2) Shall the Carrier now be required to base the protected daily rate of pay on the position of Chief Clerk in the St. Louis General Office Mail Room occupied by Mr. F. J. McEneny as comprehended to include the one hour overtime daily based on the facts and circumstances as outlined below?

OPINION
OF BOARD:

The parties are in complete accord regarding the facts which precipitated the instant dispute. In 1945, a one hour daily overtime was added to the Chief Clerk position. On March 1, 1959, the incumbent was assigned this position and continues to occupy such at the present time. Furthermore, while on vacation each year, such overtime was included in his compensation.

In issue is Article IV, Section 1, of the February 7, 1965 National Agreement, hereinafter quoted:

"Subject to the provisions of Section 3 of this Article IV, protected employees entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases."

The thrust of the instant dispute is directed at the protected rate to be accorded the incumbent. The Organization urges that the one hour daily overtime should be included in the normal rate of compensation, whereas the Carrier strenuously opposes such contention.

We recognize that the negotiators of the February 7, 1965 National Agreement were experts in their field -- knowledgeable and sophisticated in the terminology of the railroad industry. While we hesitate to introduce dictionary definitions of words employed in collective bargaining agreements, we are compelled to establish a meaning for the word "normal." Such is generally defined as "regular."

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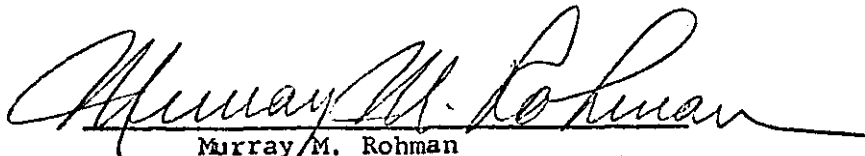
In our view, where the overtime is a regular requirement of the job -- expected and agreed to by the parties -- such becomes a part of the normal rate of compensation which the employee receives. If overtime were not considered a part of the normal rate of compensation, why would the Carrier have continued to pay the additional amount during vacations?

We would also emphasize that this analysis is confined to the facts indicated herein and not to a situation where overtime is scheduled on an irregular basis. Furthermore, in our view, the practice is too well established in the instant situation to deny that the overtime is a regular portion of the normal rate of compensation.

One further point should be noted. We recognize the right of the Carrier to discontinue an overtime assignment, as presented to us in Award Number 16191, Third Division (Supplemental). However, that is not the issue before us.

Award

Answer to questions 1 and 2 is in the affirmative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
April 18, 1969