

Award No. 225
Case No. TCU-63-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chicago, Burlington and Quincy Railroad Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTION
AT ISSUE:

Does the Carrier violate Article IV,
Section 1 when it refuses to include
holiday pay and/or pay for services
performed on holidays in the normal
rate of compensation of positions
held as of October 1, 1964?

OPINION

OF BOARD: Claimant was a protected employee holding a regularly
assigned relief position on October 1, 1964. The posi-
tions upon which he relieved worked seven days a week including
holidays. Consequently, when one of his five assigned days was
a holiday, he worked.

Claimant was displaced in March, 1966, from his
position and exercised his rights to a position working Monday
through Friday, with Saturday and Sunday as rest days. According
to the Organization, Claimant is entitled to holiday pay for those
holidays upon which he would have worked had he retained his relief
position. There were two such in May, 1966, his birthday and
Decoration Day. Carrier contends that the "normal rate of compen-
sation" of the relief position does not include holiday pay.

Both parties cite Questions 4 and 5 of the Interpre-
tations on Page 12 in support of their positions. Question 4 asks:

What is the compensation guarantee of
an employee who on October 1, 1964 held
a regularly assigned relief position
relieving on different positions with
varying rates of pay?

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The Answer is that the employee is guaranteed "the respective rates of the various positions on which he relieved during 1964." And the answer to Question 5 states that if an employee leaves his relief position, his guarantee is based upon "the weighted average of the rates of the positions on which he relieved during 1964."

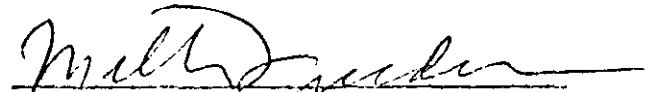
The reference to "rate" is significant. For example, in calculating a weighted average of various rates, it is implausible that more is expected than the calculation of the hourly rates for the various positions, exclusive of premium pay whether frequent or infrequent, sustained or casual. Similarly the Interpretations on Page 11 and the top of Page 12 concern the compensation guarantees of Machine Operators. The Answers are that they are guaranteed "the respective rates of the various machines." Obviously there is no indication there that holiday work or premium pay of any kind is to be included.

Occasional holiday work is not definable as part of "the normal rate of compensation." It is a specific form of compensation, payable when holiday work is performed. If the parties meant to include holiday pay, they would not have referred simply to an average of the various rates at which a relief employee worked in 1964.

It is revealing that Article IV, Section 2, covering other than regularly assigned employees on October 1, 1964, deals with earnings, not rates. Thus the parties were cognizant of the different meanings attributable to the words they carefully employed in Article IV.

A W A R D

The Answer to the Question is No.


Milton Friedman
Neutral Member

Washington, D. C.
November 16, 1970

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