

AWARD NO. 299
Case No. TCU-19-W

Part 2
44
PARTIES) St. Louis-San Francisco Railway Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTIONS

- AT ISSUE:
1. Does Carrier violate Article IV, Section 1 when it refuses to include compensation for overtime regularly worked by a protected employe on his position, October 1, 1964, as a part of his normal rate of compensation?
 2. Is a protected employe, who, for the reason that his position was abolished, displaced (or bumped) another employe on a lower-rated position, considered to have voluntarily exercised his seniority within the meaning of Article IV, Section 3?
 3. Do the Time Limit provisions set forth in Article V of the National Agreement of August 21, 1954, apply with respect to claims declined by Carrier's highest officer prior to November 24, 1965?

OPINION

- OF BOARD:
1. Various Awards of this Board, including 227, have held that compensation for overtime, which was worked as requested, is not part of the normal rate of compensation.

2. If an employee's position is abolished by Carrier, his subsequent displacement of another employee does not constitute a voluntary exercise of seniority, as has been stated in other Board Awards, including 208. Carrier contends that the amounts due have been paid to two of the three employees involved in this issue but the third, A. M. Thompson, is entitled to the amount claimed.

3. These claims for compensation involve an interpretation of the February 7, Agreement. Consequently, time

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limits did not begin to run on them until 30 days after the Interpretations of November 24, 1965, in accordance with Award 131.

AWARD

For the purposes of this case, the Answer to the Questions is No.

Milton Friedman
Milton Friedman
Neutral Member

Dated: May 19, 1972
Washington, D.C.

