

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Hotel and Restaurant Employees and Bartenders International Union
TO) and
DISPUTE) Chicago, Rock Island and Pacific Railroad Company

QUESTION
AT ISSUE:

The question at issue is where a protected employee is unavailable for service within the meaning of the Agreement, can a Carrier, pursuant to Article IV, Section 2, deduct from the employee's guaranteed compensation an amount in excess of the actual time lost because of his unavailability?

OPINION
OF BOARD:

Claimant, a protected employee, was employed as a waiter. His guaranteed monthly compensation is \$486.71. On March 7, 1966, he advised Carrier that he would not be available to work for a brief period due to a death in the family. On March 12, 1966, Claimant called Carrier and advised of his availability.

Because of his unavailability Claimant missed a call to be assigned as a waiter on Train No. 3 out of Chicago. Carrier deducted \$162.16 from Claimant's monthly compensation contending that this was the amount he would have earned had he been available for service. The Organization asserts that under the provisions of Article IV, Section 2 it is not the compensation that could have been earned but rather the period of time (in this case, four days) that should be used in computing the deduction.

The pertinent parts of Article IV, Section 2 read:

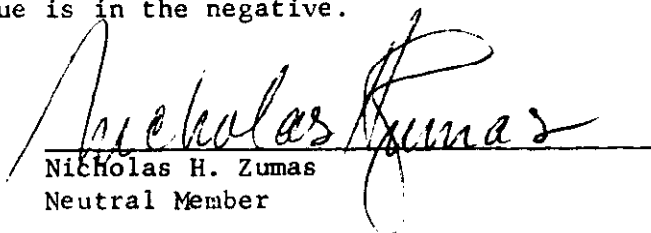
"If his compensation in his current employment is less . . . than his average base period compensation . . . he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent he is not available for service equivalent to his average time paid for during the base period, . . ." (Underscoring added.)

It is clear from the foregoing that the amount to be deducted is not based on compensation Claimant would have earned, but rather a deduction (for voluntary absences) "equivalent to his average time paid for." This necessarily is computed on the period of time during which Claimant was not available.

AWARD

The answer to the Question at Issue is in the negative.

Dated: Washington, D.C.
July 27, 1972


Nicholas H. Zumas
Neutral Member