

AWARD NO. 367
Case No. MW-55-W

PARTIES) St. Louis-San Francisco Railway Company
TO THE) and
DISPUTE) Brotherhood of Maintenance of Way Employees

QUESTIONS
AT ISSUE:

- (1) Did the Carrier violate the provisions of the February 7, 1965 Agreement, particularly Article IV, Section 1 thereof when, effective August 16, 1972, it refused to continue to include in the normal rate of compensation for protected Truck Drivers-Laborers Earl A. Sharp and N. G. Mead the one-half hour of overtime compensation which they received on each and every work day of the regular position to which they were assigned on October 1, 1964?
- (2) Shall the Carrier be required to now compute and base the claimants' normal rate of compensation so as to include one-half hour of time and one-half pay for each work day?
- (3) Shall the Carrier be required to now allow the claimants one-half hour of pay at their time and one-half rate for the work day of August 16, 1972 and for each work day subsequent thereto until the claimants' normal rate of compensation has been adjusted as per (2) above?
- (4) Shall interest in the amount of 6% per annum, compounded annually, be paid by the Carrier on the amount due to the claimants under (3) above?

OPINION


OF BOARD: The discussions on the property do not indicate that the overtime involved in this case had been mandatory prior to October 1, 1964, or that as in Award No. 47, it had been regularly paid on a daily basis whether all, part or none of it was worked.

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There is no significant distinction between the facts of this case and those in such awards as 227 and 254. The frequency of overtime, which was voluntarily granted and could be withdrawn at will, is not a determinant of the normal rate of compensation in Article IV, Section 1.

AWARD

The Answer to the Question is No.


Milton Friedman
Neutral Member

Dated: Washington, D. C.
October /8, 1973

