

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Hotel and Restaurant Employees and Bartenders  
TO ) International Union  
DISPUTE ) and  
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 account of outside employment, a Carrier can, pursuant to Article IV, Section 2, deduct from the employee's monthly guaranteed compensation, an amount in excess of the time lost because of his unavailability.

OPINION

OF BOARD: Claimant, a protected employee, was employed by Carrier as a waiter. Claimant was assigned to work in a private dining car (which was owned and operated by Carrier, but the work was not covered by the Agreement between the parties).

As a consequence Claimant was unavailable to work on two occasions in November 1965. The lost earnings were \$40.89 for one occasion and \$30.15 for the other. These amounts were deducted from his monthly guarantee of \$468.26. In addition Carrier deducted the \$80.00 which Claimant earned while working in the private car.

Carrier initially raised a time limit question. Since no compensation was involved, both parties agreed to waive the time limit question.

The Organization agrees that Claimant was not entitled to compensation during the period of his unavailability pursuant to Section 2, Article IV. It objects to the additional deduction of amounts earned by him in outside employment during the period of his unavailability.

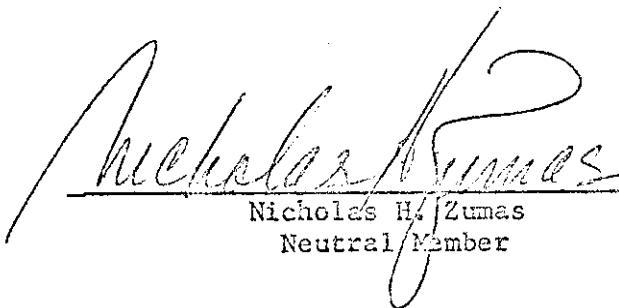
This contention is consistent with the opinion in Award No. 53 where it found:

" \* \* \* that there is no such qualification under the terms of the February 7 Agreement - whether the employee is compensated by the Carrier under a different bargaining agreement, receives compensation as a result of employment outside the industry, or even receives compensation under the terms of an insurance policy. As such the protected employee is entitled to compensation under the February 7 Agreement without offset."

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AWARD

The answer to the question presented is in the negative.

  
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Nicholas H. Zumas  
Neutral Member

Dated: Washington, D. C.  
January 7, 1970