

Award No. 229
Case No. TCU-81-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Missouri Pacific Railroad Company
TO THE) and
DISPUTE) Transportation-Communication Employees Union

QUESTION
AT ISSUE:

May Carrier under the terms of Article IV, Section 1, credit compensation for overtime worked by a protected employee on a position (or positions) acquired subsequent to October 1, 1964 against the guarantee of normal rate of compensation, when the position to which such employee was regularly assigned on October 1, 1964 did not normally work overtime?

OPINION

OF BOARD: The claimant in this case held a Star Agent's position on October 1, 1964, which worked six days a week. Compensation was calculated on a monthly basis comprehending 211-2/3 hours, including holidays. The question is whether overtime hours now worked in a different position may be applied as an offset against guaranteed compensation.

While Claimant "did not normally work overtime," as the issue indicates, his scheduled hours were considerably in excess of a 40-hour week. Nevertheless, according to the Organization, Carrier is required to pay him the difference between his present 40-hour earnings and the pay he received for more than 48. According to Carrier, its method of computing the difference between Claimant's monthly earnings and his guarantee is even more generous than required by the Agreement, but in no event may the employee justifiably seek to obtain the difference between his protected compensation and his rate for a 40-hour week.

Under Article IV, Section 1, Carrier is required to insure that protected employees "shall not be placed in a worse position with respect to compensation than the normal rate of compensation" on October 1, 1964. There is no obligation to

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increase the October 1, 1964, compensation which would result if it guaranteed a protected employee the monthly rate he received for 211-2/3 hours in addition to overtime pay for any hours now worked in excess of 40 per week. The employee surely is not placed in a worse position so long as he works no more hours than he had worked to obtain his guaranteed rate.

The facts in this case make it unnecessary to decide whether, as the Question suggests, an employee may be required to work a greater number of hours as an offset against his guaranteed rate than he had worked in his protected position.

A W A R D

The answer to the Question is Yes,
relating it specifically to the facts
of this case which concern the guaranteed
rate of a six-day position.



Milton Friedman
Neutral Member

Washington, D. C.
November 16, 1970

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