

AWARD NO. 254  
Case No. TCU-34-E

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Erie Lackawanna Railroad Company  
TO THE ) and  
DISPUTE ) Transportation-Communication Employees Union

QUESTION  
AT ISSUE:

Does the Carrier violate Article IV, Section 1 when it refuses to include compensation for overtime regularly worked by a protected employee on his position as of October 1, 1964 as a part of his normal rate of compensation?

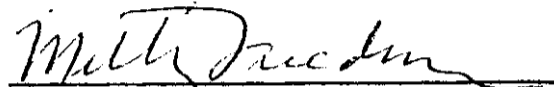
OPINION

OF BOARD: This is another in the series of cases in which it is claimed that the regular performance of overtime for a period up to October 1, 1964, requires that such pay be computed in the guaranteed compensation of protected employees.

In various Awards, most recently Award No. 227, it has been held that overtime which was worked as needed, and could be discontinued at will, was not intended by the February 7 Agreement to be so included. The frequency or duration of such additional earnings did not bring them within the definition of "normal rate of compensation" as used in Article IV.

A W A R D

The answer to the Question is No.

  
Milton Friedman  
Neutral Member

Dated: July 8, 1971  
Washington, D. C.