

Award No. 923
Docket No. 859
2-B&Ar.-MA-'43

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Herbert B. Rudolph when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 102, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

BANGOR AND AROOSTOOK RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1st—That Machinist Roy Brown was not properly compensated under the bonus system for work performed August 13th and 14th, 1942.

2nd—That Rule 107 of the controlling agreement was thereby violated.

3rd—That Machinist Roy Brown must be compensated the difference between what he was paid and what he should have been paid for work performed August 13th and 14th, 1942.

EMPLOYES' STATEMENT OF FACTS: The claimant, Roy Brown, is a machinist employed in the main back shops of the Bangor and Aroostook Railroad at Derby, Maine.

On August 13, and 14, 1942, Mr. Brown turned the tires on five pairs of passenger car wheels on shop order 2646. This work was completed August 14 and the bonus earning was plus \$5.42.

Previous to the foregoing job and in the same pay week, this employe performed work which called for a bonus of plus seventy-seven cents. The total bonus for that week was \$6.19 but was not paid to the employe when he received his pay for the week the work was performed.

On August 19 and 20, the claimant turned the tires of locomotive 330 (drivers) and ran into a loss. His bonus record for that job showed minus \$4.49. This amount was deducted from his previous earnings and he was allowed eighty-five cents under the caption "net bonus."

The employes protested this manner of compensating the claimant and the carrier did and still declines to satisfactorily adjust the dispute.

POSITION OF EMPLOYES: Rule 107 of the controlling agreement, second paragraph, reads in part, as follows:—"Bonus work earnings will be figured each period and the net of all jobs closed in that period, if positive, will be paid with the straight time earnings." (Underscoring ours.)

The foregoing part of Rule 107, was violated since for the pay week including August 13 and 14, Mr. Brown earned a bonus of \$6.19 but received only his straight time earnings.

Further, the latter part of paragraph 2 of Rule 107 reads as follows concerning bonus payments:—"If negative, will be carried against future bonus earnings for the four succeeding periods at the end of which time if not absorbed by bonus earnings it will be cancelled."

Regarding claim that positives were held out against future loss which occurred August 19, 1942 and August 20, 1942 on driving wheels of engine 330. Reference to job card 4 (b) will show that 80% of the work on engine 330 was completed August 8, 1942 but that all the work on this job was not done until August 20, 1942. Actually the majority of the negative of engine 330 occurred before Shop Order 2646 was even started. In any event, it is our contention that these three jobs constituted the work that was satisfactorily completed on September 2, 1942 so they could be safely closed on that pay period to arrive at the net bonus due R. G. Brown in accordance with Rule 107.

We are unable to see any basis for the claim of improper compensation in this case as we feel we followed the intent of Rule 107 to the letter. If there is any point for discussion it would seem to us that the closing date of the job is where the actual question lies and we have always closed all jobs as soon as possible after their completion. To change from our present practice would impose uneconomical operating conditions on this department which would not seem in line with fair business principles that have been satisfactory to the men involved as well as the company for a period of some seventeen years.

We therefore contend that in this instance there has been no injustice to Machinist Roy Brown and that he has received proper compensation due him as calculated in accordance with Rule 107 and that there was no departure from ordinary and usual practice in this instance. The fact that this is the first formal complaint of this nature, for a period of some seventeen years of operating under the bonus system, is considered to be good and sufficient further testimonial to that claim.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

It is found that the term "closed" as used in Rule 107 means that the work for which a bonus is claimed has not only been completed, but that it has undergone the necessary inspection to justify payment. Obviously, the carrier should not arbitrarily delay inspecting or closing of a job for the purpose of offsetting a "plus" with a "minus" bonus. The present facts show that claimant completed his work on this shop order during the pay period closing August 19, and that the job was not "closed" for bonus earnings until the pay period ending September 2. However, due to the system of inspections existing in this shop, under which system employes worked at the time the agreement was signed and have continued to work, and due also to the fact that other work to be performed under this particular shop order was justifiably delayed until the pay period ending September 2, it cannot be found that the carrier arbitrarily delayed the closing of this job for bonus earnings.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 8th day of June, 1943.