

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 11668  
Docket No. 11543  
89-2-88-2-8

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU  
(Southern Railway Company

PARTIES TO DISPUTE:

1. That under the current Agreement the Carrier violated Rules 50 and 5 of the controlling Agreement when they shorted Carman J. E. Baughcum's pay check two (2) days' pay and required him on his rest day to report the shortage and only offered him 60% of the shortage.

2. That accordingly, the Carrier be ordered to comply with Rule 50 providing pay equal to shortage at time of shortage and compensate Carmen Baughcum five (5) hours pay at the straight time rate.

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant, on March 10, 1987, one of his rest days, received his pay check and noted that it was short two days pay. He went to Carrier's Master Mechanic's office where investigation developed that the shortage was due to the fact that a foreman was late in submitting two time tickets. A call was made to Carrier's accounting department where a draft was issued covering the shorted two days less applicable deductions which amounted to 40%. Later a claim was filed seeking:

"For off duty time in this matter and all losses incurred by Mr. Baughcum as a result of all errors and Rule violations aforesated in this claim, we ask that Mr. Baughcum be paid for five (5) hours at the current straight time rate of pay."

We have examined this record carefully and fail to find any rule support for the Organization's claim for additional compensation because Claimant spent some time, while off duty, in a Carrier office straightening out a payroll check error.

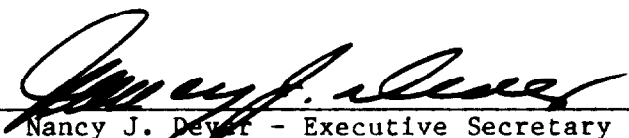
We have also looked at the application of the Rule of the Agreement dealing with payroll shortages and find that while it requires that drafts be issued for shortages of one day or more the Rule does not mention deductions required by law. Accordingly, the language of the Rule does not support a conclusion that an employee being issued a special draft must receive an amount equal to 100% of the gross amount of the shortage. Carrier is obligated by law to withhold Railroad Retirement and Income taxes from each employee's pay. Taxes withheld vary as to amounts and rates for individuals. Use of a standard deduction, in this case 40%, when issuing special pay vouchers may be a convenient procedure to expedite processing and delivery, and is not specifically prohibited by the Rule.

The claim of the Organization is totally void of merit. It will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:   
Nancy J. Devitt - Executive Secretary

Dated at Chicago, Illinois, this 1st day of March 1989.