

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26197
Docket Number MW-26239

Edward L. Suntrup, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(
(National Railroad Passenger Corporation
(Amtrak) - Northeast Corridor

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

Trackman F. Richards shall be allowed fifty-eight and one-half (58 1/2) hours of pay because his pay check was not delivered to him on July 8, 1983 in compliance with Rule 85 (System File NEC-BMWE-SD-703)."

OPINION OF BOARD: A pay Claim was filed by the District Chairman of the Organization for the Claimant on August 30, 1983, on the grounds that the Carrier had been in violation of Rule 85 of the operant Agreement. This Rule states the following:

"Employees shall receive their pay checks during their regular working hours, bi-weekly, except where existing State laws require that they be paid more frequently. Pay checks will contain an itemized record of all deductions from employees' earnings."

The record shows that the Claimant was recalled from furlough to the Carrier's TLS operation effective July 1, 1983. He was given his first pay check at the beginning of his shift on July 11, 1983. The contention of the Claim is that the Claimant should have received his first pay check on Friday, July 8, 1983, rather than the following Monday. Relief requested is pay for the amount of time which the Claimant had to wait from the afternoon of July 8, 1983, until the morning of July 11, 1983.

The Carrier admits that it made a good faith effort to have the Claimant's first check ready as soon as possible after he returned from furlough but that "... adjustment of (the) Claimant's records within the payroll system could not be made in time to have a check available for (the) Claimant on July 8, 1983." The check was ready for the Claimant, therefore, at the beginning of his shift on Monday morning. It is the position of the Board that this good faith effort on the part of the Carrier was sufficient to fulfill the intent of Rule 85 of the working Agreement, and that no violation of contract occurred. Absent violation of the Agreement the Board need not address the question of damages requested by the Claim.

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

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

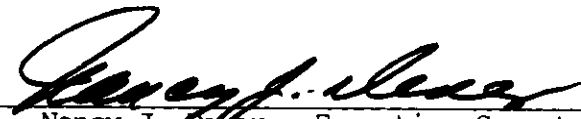
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 24th day of November 1986.