

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION

Award No. 24985
Docket No. 44653
99-1-97-1-G-1701

The First Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

(Brotherhood of Locomotive Engineers)
PARTIES TO DISPUTE: (
(Grand Trunk Western Railroad Incorporated)

STATEMENT OF CLAIM:

“Claim of Engineer D. C. Laux for \$2,281.90 in additional compensation as provided pursuant to the terms of the March 2, 1997 BLE Agreement (Lump-Sum Payment).”

FINDINGS:

The First 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 employee 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 were given due notice of hearing thereon.

The Claimant began his career with Carrier on April 19, 1976 as a Trainman and established Engineer's seniority on January 31, 1990. He was considered a "protected" Trainman for the purposes of crew consist considerations, but at the time this claim was filed was working as an Engineer.

On March 2, 1996, the Carrier and the Organization reached agreement providing for wages and lump sum payments which went back to 1990. The Agreement

provided for five lump sum payments. Claimant's original claim was for \$7,281.90, but the Organization now agrees the claim is for \$2,281.90.

The Agreement had a provision that said, "There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization."

On May 14, 1990 the Carrier agreed with the United Transportation Union to provide for a lump sum payment of \$5,000.00 as a wage settlement. This money was properly deducted from the original \$7,281.90 claim.

The May 14, 1990 Agreement had a provision for the voluntary separation of Trainmen and provided for a supplemental unemployment benefit. Side Letter No. 3 to the Agreement provided that during September of 1994 the UTU had the right to terminate the SUB plan with the monies in the plan being distributed to eligible employees. The Claimant received \$2,281.90 as a result of its discontinuance. The Carrier deducted this amount from the lump-sum due under the BLE Agreement.

The Organization argues that the lump sum from the SUB was not in lieu of wages increases in the BLE Agreement. It argues the payment was part of an agreement to reduce the number of train service employees.

The Carrier argues it was a lump sum payment, ergo it can be used to offset the lump sum in the Engineers' Agreement. A lump sum is a lump sum!

The provision of the SUB plan was not part of the wage settlement. In fact it was found in a different Article of the Agreement.

The Organization position is well taken. The Carrier should not have deducted the SUB benefit from the Engineers lump sum wage payment. The Agreement was violated.

AWARD

Claim sustained.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Dated at Chicago, Illinois, this 23rd day of March 1999.