

BEFORE PUBLIC LAW BOARD NO. 6076

UNITED TRANSPORTATION UNION - YARDMASTERS DEPARTMENT

and

CSX TRANSPORTATION

Case No. 3

STATEMENT OF CLAIM:

Claim for Yardmaster K. M. Davis of Hamilton/Middletown for the difference in what was paid and what she should have been paid under the UTU National Agreement, Document B, Article 1 "Wages", Section 2 "Signing Bonus".

FINDINGS

On November 11, 1996, the Organization filed the instant claim on behalf of the Claimant contending that the Claimant did not receive 1% of her 1994 compensation as a signing bonus in accordance with the National Agreement. The Organization argued that the Claimant was entitled to her signing bonus within 60 days of the effective date of the Agreement or else the General Chairman would be notified. The Organization contends that the Claimant did not receive payment nor was the General Chairman notified that she would not be receiving her signing bonus.

On November 15, 1996, the Carrier denied the claim contending that the Organization's claim was not supported by the Agreement. The Organization appealed its claim arguing that the Claimant only received partial payment of her signing bonus.

On January 22, 1997, the Carrier denied the Organization's appeal contending that the Claimant was correctly paid her bonus of 1% of her compensation. Furthermore, the

Carrier argues that it had no requirement to notify the Organization of any employees who did not receive the maximum signing bonus.

The parties being unable to resolve the issue, this matter came before this Board.

This Board has thoroughly reviewed the record in this case and we find that the Organization has not met its burden of proof that the Carrier violated the Agreement by failing to pay the Claimant her full signing bonus. The record reveals that the Carrier paid the Claimant \$20.13 which the Carrier claims was one percent of her earnings as a yardmaster which totaled \$2,015.83 in 1994. Although the Claimant received total earnings of \$16,034, most of those earnings were received when the Claimant was training as a yardmaster and not working as a yardmaster. The signing bonus language appears in the Yardmaster Agreement and is only applicable to yardmasters. Since the Claimant earned most of her income in the year 1994 as a trainee and not under the Agreement, she is not entitled to the one percent signing bonus for that part of her income. The signing bonus only became applicable to her when she completed her training and was certified as a yardmaster. She then worked as a yardmaster and earned \$2,015.83 and, therefore, the Carrier acted properly when it paid her a bonus of \$20.13 for 1994.

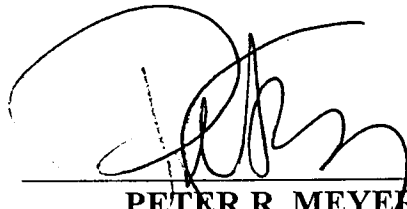
The Organization contends that the Claimant only received partial payment of her calculated bonus compensation and, therefore, the Carrier violated the Agreement by failing to advise the Organization within 60 days that the Claimant had not been fully paid. However, after a review of the record it is clear that the Claimant was fully paid her

bonus for 1994 and the Carrier acted fully within the requirements of the Agreement. The Carrier properly points out that there is no requirement that the Organization be notified of employees who did not receive the maximum signing bonus.

This Board finds that the Claimant was correctly paid the bonus based on one percent of her yardmaster pay. Therefore, this claim must be denied.

AWARD:

Claim denied.



PETER R. MEYERS
Neutral Member



CARRIER MEMBER



ORGANIZATION MEMBER

Dated: August 5, 1999

Dated: August 5, 1999
I dissent