

BEFORE PUBLIC LAW BOARD NO. 6076

UNITED TRANSPORTATION UNION - YARDMASTERS DEPARTMENT

and

CSX TRANSPORTATION

Case No. 4

STATEMENT OF CLAIM:

Claim for Yardmaster J. J. Sell, of Willard, for the difference in what was paid and what he should have been paid under the UTU National Agreement, Document B, Article 1 "Wages", Section 2 "Signing Bonus".

FINDINGS

On February 10, 1997, the Organization filed the instant claim on behalf of the Claimant contending that the Claimant received only a partial payment of his signing bonus. The Organization argued that the Claimant received 1% of \$32,067.63 instead of 1% of his total calendar year earnings.

On February 18, 1997, the Carrier denied the claim contending that the claim did not have any basis and that it was not supported by the Agreement. The Organization appealed its claim arguing that it never received an explanation from the Carrier on the calculations used to figure the Claimant's bonus. Furthermore, the Organization contends that there is a discrepancy between the year-end figure that the Carrier used to calculate the bonus and the Claimant's W2.

On January 22, 1997, the Carrier denied the Organization's appeal contending that the Claimant was correctly paid his bonus of 1% of his Yardmaster earnings of

\$32,067.63. The Carrier pointed out that \$22,483.15 was not included in the calculations because that figure represented the year-end earnings of the Claimant as a Trainmaster and Labor Relations determined to not use those figures in the signing bonus calculations.

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

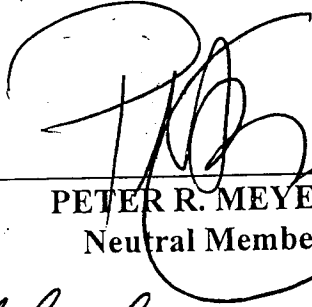
This Board has reviewed the record in this case and we find that the Organization has failed to meet its burden of proof that the Carrier violated the Agreement when it paid the signing bonus to the Claimant.

The signing bonus arises out of the Yardmaster Agreement and is only required to be paid to employees who are working under that Agreement. The record in this case reveals that the Claimant worked a portion of the 1994 calendar year in a non-contract status. During part of the year, the Claimant was not working subject to the Agreement that calls for the signing bonus. The Claimant did receive a bonus based on one percent of \$32,067.63. We find that that was the proper amount of bonus to which he was entitled. The balance of his compensation which totaled \$54,550.78 that year was not earned pursuant to the Yardmaster Agreement. Therefore, on that additional \$22,000 portion of his income the Claimant was not entitled to the one percent signing bonus.

This Board cannot find that the Carrier acted in violation of the Agreement when it paid the Claimant his bonus for 1994. We hold that the signing bonus is determined by the earnings in the yardmaster craft covered by the applicable Agreement and the Claimant was properly paid the bonus for that work. Therefore, the claim must be denied.

AWARD:

Claim denied.



PETER R. MEYERS
Neutral Member

Jannie E. Strickland
CARRIER MEMBER

R.C. Arthur PSM
ORGANIZATION MEMBER

Dated: August 5, 1999

Dated: August 5, 1999
I dissent