

**BEFORE PUBLIC LAW BOARD NO. 6076**

**UNITED TRANSPORTATION UNION - YARDMASTERS DEPARTMENT**

**and**

**CSX TRANSPORTATION**

**Case No. 6**

**STATEMENT OF CLAIM:**

**Claim that Yardmaster J. A. Carter I. D. #620720, be allowed the difference between the yardmaster training rate of pay and the basic daily rate of dispatcher for the period of April 5, 1997 and July 29, 1997.**

**FINDINGS**

On March 15, 1998, the Organization filed the instant claim on behalf of the Claimant contending that he was entitled to reimbursement of the difference between the Yardmaster training rate of pay and the Train Dispatcher rate of pay while he was undergoing training between April 5, 1997 and July 29, 1997. The Organization contended that while the Claimant was training for a Yardmaster position, he still held his Train Dispatcher seniority and, therefore, in accordance with the Agreement, the Claimant was entitled to reimbursement for the difference in the \$107 per day training rate and the daily rate for a train dispatcher.

The Carrier denied the claim contending that because of the special circumstances surrounding the Claimant's situation, he was not entitled to any reimbursement. The Carrier pointed out that the Claimant had notified the Carrier that he would be resigning as a train dispatcher in the Jacksonville area because his family would be moving back to

Huntington, WV. According to the Carrier, because of the Claimant's 20 years of service, General Manager Grady at Jacksonville contacted Assistant Vice President of Employee Relations at Huntington to see if there was a position for the Claimant in that area. The Carrier then assisted the Claimant in obtaining a chance to become a Yardmaster. Therefore, the Carrier argues that this was not a situation where an employee was entering the Yardmaster training program from another craft because the Carrier solicited voluntary internal candidates. This was a special accommodation for the Claimant. Therefore, the Carrier argues that the Claimant should be entitled to the difference in pay.

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

This Board has thoroughly reviewed the record in this case. The Yardmaster Training Policy for Existing CSXT Employees states in part:

Effective 0001 hours October 1, 1996, CSXT employees holding seniority in another craft, and who were in training for, or who subsequently begin training for the position of Yardmaster, will be governed by the following:

- While in training, CSXT employees will be paid the daily training rate of \$107.00 straight time per actual day of Yardmaster training. No additional compensation will be paid for overtime, holidays, sick days, etc.
- Once an employee has been qualified as a Yardmaster and upon his/her first day of compensated service as same, arrangements will be made for employee to be compensated, via single lump sum payment, the difference between the \$107.00 daily training rate of pay and the basic day's rate of pay for the employee's previous craft for every compensated Yardmaster training day. (Each employee will be notified prior to beginning training the rate of pay to be used

as his/her basic day's rate.) Should the employee not be successful in his/her training to become a Yardmaster, he/she will be released from the program to return to their previous craft in accordance with their previous Agreement and the difference in pay will not be paid.

The record reveals that the Claimant in this case held the position of train dispatcher and never resigned that job. Once he qualified as a yardmaster, he notified the Carrier that under the Yardmaster Training Policy for Existing CSXT Employees he was entitled to a lump sum payment made up of the difference between the \$107 daily training rate of pay and the basic day's rate of pay for his previous craft. He was not paid that money.

The Carrier contends that the Claimant was "afforded an accommodation to enter the yardmaster program" based upon his over 25 years of service with the Carrier. The Claimant had suffered family problems and the Carrier contends that he was not a normal "entrant into the yardmaster training program". The Carrier contends that, therefore, the Claimant is not entitled to the difference in pay pursuant to the Yardmaster Training Policy.

This Board disagrees. The Claimant had previously worked for the Carrier as a train dispatcher. He never resigned that position and entered the yardmaster training program. In that training program, he was paid \$107 per day and had the assurance under the training policy cited above that he would be paid the difference in his pay once he was qualified as a yardmaster. There is no documentation that the Claimant agreed to waive the lump sum payment at the completion of his training as a yardmaster. It is very nice

that the Carrier made the accommodation for the Claimant, but the Carrier is also responsible to live up to the terms and conditions of its policies. The Carrier failed to do that in this case and, therefore, the claim must be sustained.

**AWARD:**

Claim sustained.



**PETER R. MEYERS**  
Neutral Member

*Jennie E. Strickland*  
CARRIER MEMBER

*R.C. Anderson CGDMJ*  
ORGANIZATION MEMBER

Dated: August 5, 1999

Dated: August 5, 1999

*dissent*