

PUBLIC LAW BOARD NO. 6076

PARTIES TO DISPUTE:

UNITED TRANSPORTATION UNION)	
(YARDMASTERS DEPARTMENT))	
) NMB CASE NO. 22
VS)	AWARD NO. 22
)
CSX TRANSPORTATION, INC.)	

STATEMENT OF CLAIM:

Claim all wages which would have been received by Yardmaster D. K. Menn for working his regular assignment on Yardmaster Position 4C08-301, third shift at Collinwood Yard, Cleveland, Ohio, from 6/15/01 to 7/5/01, including any arbitraries and holidays and restoration of his sick days to their status as of 6/15/01 in accordance with Rule 6-A-2(d) of the Agreement Between Consolidated Rail Corporation and the Railroad Yardmasters of America Representing Yardmasters and Assistant Yardmasters (United Transportation Union - Yardmasters' Department) effective July 1, 1978, as amended.

FINDINGS AND OPINION

The Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as amended. This Board has jurisdiction of the dispute here involved. The parties to this dispute were duly notified of hearing thereon.

The dispute here involves a Yardmaster who allegedly was removed from service for medical reasons following his tour of duty June 15, 2001. On July 3, 2001, claimant underwent a Company evaluation conducted by a Clinical and Forensic Psychologist on June 29, 2001. Following such evaluation claimant was returned to active service on July 5, 2001.

This Board has reviewed all documents submitted by the parties and finds that Carrier was within its rights to remove claimant from service for a medical examination. Such action does not constitute discipline. The action returning claimant to active service promptly following the medical evaluation was proper. The record is clear that during the time claimant was withheld from service he applied for and received Sick Leave Allowance.

Inasmuch as claimant requested and received the sick leave allowance, there appears to be no justification for his request for restoration of his sick days to the June 15, 2001, status.

It would appear to this Board that a proper disposition of the monetary portion of his claim would be that Carrier now allow him the sum of \$1,500.00 in full and final settlement of his claim. Such sum, when added to the sick pay allowance received is more than sufficient to make claimant whole for wages he would have received had he not been removed from service.

AWARD

Claim disposed of as set forth in the above opinion. Carrier is instructed to comply with this Award within thirty days of the date hereof.



F. T. Lynch, Neutral Chairman



S. R. Friedman, Carrier Member



J. R. Cumby, Employee Member

Award date JAN. 15, 2004