

NATIONAL MEDIATION BOARD  
PUBLIC LAW BOARD NO. 5740

John C. Fletcher, Chairman & Neutral Member  
D. R. Carver, Organization Member  
Moses Pack, Carrier Member

UNITED TRANSPORTATION UNION  
Yardmaster Department

and

CSX TRANSPORTATION, Inc.

Docket No. 3  
Award No. 3

Date of Hearing - September 19, 1995  
Date of Award - May 22, 1996

**STATEMENT OF CLAIM:**

Claim on behalf of Yardmaster F. M. Hunter for real estate benefits in connection with his transfer from Lynchburg, Virginia to Huntington, West Virginia on or about June 4, 1994, in accordance with the provisions of the CSXT Labor Agreement No. 11-125-93

**FINDINGS:** -

Public Law Board No. 5740, upon the whole record and all of the evidence, finds and holds that the Employee(s) and the Carrier are employee and carrier within the meaning of the Railway Labor Act, as amended; and, that the Board has jurisdiction over the dispute(s) herein; and, that the parties to the dispute(s) were given due notice of the hearing thereon and did participate therein.

Claimant, a regular Yardmaster, transferred, on June 4, 1994, from Lynchburg, Virginia to Huntington, West Virginia under the provisions of CSXT Labor Agreement No. 11-125-93. Under the terms of Side Letter No. 1 to that Agreement employees who change their residences may be paid 15% of the market value of their homes, in which case Carrier is relieved of responsibility for the property. Claimant requested that he be paid 15% of the market value of his home in Madison Heights, Virginia. Carrier declined on the basis that nine years earlier it paid claimant 15% for the value of the same property, when he was involved in an earlier relocation under a different Craft's agreement, and that it was Company policy not to pay the 15% allowance on the same property twice. Carrier argues that the waiver signed by Claimant at the time of the earlier relocation specifically released it from all further obligation on the property.

Carrier has been unable to provide any records concerning the earlier relocation, and copies of any releases that Claimant may have signed, giving

up claims for any future benefits on the same property. Carrier, has offered as an affirmative defense, that Claimant released it from further expense on this property when he was involved in the earlier relocation. It has not been able to establish this point. Accordingly, the Board is compelled to hold that Claimant is entitled to all of the benefits of Side Letter No. 1 to CSXT Labor Agreement No. 11-125-93, because Carrier has been unable to demonstrate that he released Carrier from any of these benefits.

A W A R D

Claim sustained.


O R D E R

Carrier is directed to comply with this award and make all payments due Claimant within thirty days of the date of this award.



John C. Fletcher, Chairman & Neutral Member

D. A. Carver, Employee Member



Moses Pack, Carrier Member

Dated at Mt. Prospect, IL, this ~~22nd~~ day of ~~May~~, 1996  
19th June

*Nowhere in the record did the claimant deny he had signed the release.*