

AWARD NO. 121  
Case No. 121

PUBLIC LAW BOARD NO. 2709

PARTIES)           HOUSTON BELT AND TERMINAL RAILWAY COMPANY  
TO            )  
DISPUTE)           UNITED TRANSPORTATION UNION (T)

STATEMENT OF CLAIM: Claim is made for and on behalf of Yard Foreman D. M. Shirley and Yard Helpers R. M. Flanagan and B. J. Davis for eight (8) hours at the applicable pro rata rate in addition to any and all other earnings on May 31, 1981, account job swapping.

FINDINGS: This Public Law Board No. 2709 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimants were assigned to Job 106 bulletined as the PTRA Transfer. On May 31, 1981 the crew on Job 106 was bussed from Rusk Avenue to Settegast Yard where they secured their engine and began their normal duties. During the shift they handled cars from Settegast to Pierce Siding, Pierce to Basin and Basin to Settegast.

Job 120 Basin Lead was assigned the hours of 7:00 a.m. to 3:00 p.m. and has the duties of switching at Basin and delivering and pulling cars for the PTRA. On the claim date Job 120 pulled 38 cars from the PTRA to Pierce Siding at approximately 11:30 a.m.

The Organization contends that a movement of these cars to Pierce Siding constituted job swapping. The Carrier contends that Pierce Siding is not a transfer point and that the movement of cars to and from that location is not the exclusive duty of a transfer assignment but may be performed by any assignment.

The Carrier relies upon an interpretation of a Memorandum of Understanding signed October 29, 1963. The Organization urged orally that this Memorandum of Understanding relied upon by the Carrier had been cancelled, and after the hearing was closed, forwarded information in support of that position.

However, the referee disregarded the material received after the hearing was closed and has disposed of such material and does not have it available to consider.

However, the Organization did submit Award No. 12 of Public Law Board No. 2289 which held that the Memorandum of Understanding was no longer applicable and sustained a similar case. On the basis of that decision the claim will be sustained.

AWARD: Claim sustained.

ORDER: The Carrier is directed to comply with this award within  
thirty days from the date of this award.

/s/ Preston J. Moore  
Preston J. Moore, Chairman

/s/ G. T. DuBose  
G. T. DuBose, Organization Member

/s/ T. Minahan  
T. Minahan, Carrier Member

DATED at Houston, Texas February 9, 1983.