

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 G. E. Davenport, and Yard Helpers J. H. Cobb and E. P. Green for eight (8) hours at the applicable punitive rate in addition to any and all other earnings on July 4, 1977.

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 claimant crew was regularly assigned on Job 301. On July 1, 1977 the claimants were notified by posted bulletin that Job 301 would be blanked and would not be operated on July 4, 1977. Job 301 is bulletined to work from 10:30 p.m. to 6:30 a.m. with working limits consisting of South End Settegast Yard Piggy Back Leads.

On the claim date the Carrier required Job 312 to perform switching service consisting of over seven hours in the assigned working limits of Job 301. The job description and working limits of Job 312 is North End Settegast Yard B Lead.

The Organization relies upon Addendum No. 6 to the agreement which states:

"It is agreed that the Company will not abolish a job assignment that is scheduled to work the holiday for the sole purpose of evading the holiday pay."

The Organization has submitted previous settlements in support of its position. The Carrier defended this claim with the contention that the claim was for job swapping and that since the claimant crew was not on duty, there could have been no job swapping.

The Board has reviewed all of the settlements, as well as the awards cited by the Organization, and in the opinion of the Board, Award No. 66 of Public Law Board 163 is squarely in point. That award held that the June 25, 1964 agreement permits the Carrier to annul an assignment on a holiday but does not provide that when such assignment is annulled the Carrier may transfer the work belonging

to that assignment to others. In that award the Board sustained the claim for eight hours at time and one-half.


The claim herein for eight hours at time and one-half is sustained. However, the claimant crew is not entitled to any other earnings of the assignment. The Organization itself alleges that the crew only performed seven hours of work in the assigned working limits of Job 301. Thus, the claimant crew is not entitled to the remainder of the work performed by Job 312.

AWARD: Claim sustained as per above.

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


Preston J. Moore, Chairman


Organization Member


Carrier Member

January 5, 1981
Houston, Texas