

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 W. R. Clarkston and Yard Helpers E. H. Morgan and J. A. Stanford for eight (8) hours at the applicable pro rata rate in addition to any and all other earnings on October 6, 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 claimants were regularly assigned to Job 110. Job 110 is bulletined to work from 7:00 a.m. to 3:00 p.m. with working limits consisting of South End of Settegast Yard "B" Lead. On the claim date the crew on Job 110 was tied up at 3:00 p.m., according to the Organization. The Carrier contends that claimant crew worked until 5:50 p.m. or a total of ten hours and fifty minutes.

On the claim date the Carrier required crew members holding Job 109 to couple Track #22 on the South "B" Lead Settegast Yard after Job 110 had been tied up. The job description and working limits of Job 109 is the South End Settegast Yard "A" Lead.

The Organization contends that this is a violation of the "job swapping" provision of the agreement. The Carrier contends that Job 109 worked eleven hours and forty minutes.

The original time slip filed by the foreman suggest that Award No. 10 of Public Law Board 689 supports the claim. The referee has considered that award and finds it has nothing whatsoever to do with the instant claim.

Both parties have cited several awards, and the referee has read each and every one. There are two awards which appear to be similar to the instant case. One is Award No. 8 of Public Law Board 1360 cited by the Organization which stated in part:

"We feel that it is of little significance if the claiming crew was performing work elsewhere (as in that case) or had been released early (as in this case)."

Of course, the claimant crew herein had not been released early, but they were off duty while another crew was performing work which would

normally be performed by their crew if they had been on duty. The only other award wherein the findings parallel the instant case is Award No. 11 of Public Law Board 1360. Therein the Board stated:

"We do not view this dispute as one of job swapping as that concept is involved in other cases decided by this Board. Rather, we feel that the Organization seeks to prevent Carrier from relieving one shift with another; and we find nothing in the agreement to preclude the action taken by the Carrier under this record."


The two awards appear to be in conflict although they were written by the same referee, and noticeably absent is a dissent by either party in either decision. In the instant case it really does not matter which set of facts is accepted.

In either instance the Organization herein is contending that after the claimant crew had been on duty eight hours they are entitled to continue performing all of the work on that assignment on an overtime basis. This was apparently met squarely in Award No. 11 of Public Law Board 1360. Therein the claimant crew had not been released early as in Award No. 8 of Public Law Board 1360.

In other words, it is the finding of the Board that the claimant crew herein is entitled to perform their work during the hours of their assignment, but they do not have the entitlement to perform the work on an overtime basis.

AWARD: Claim denied.


Preston J. Moore, Chairman


Organization Member


Carrier Member

January 5, 1981
Houston, Texas