

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 in behalf of Yard Foreman W. Simmons and Yard Helpers P. H. Nunnery and A. C. Hines for eight (8) hours at the applicable punitive rate in addition to any and all other earnings of November 26, 1981, account job swapping on holiday.

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 as Yardmen on Job 316. The claimants were notified by bulletin that Job 316 would be blanked and would not be operated on November 26, 1981. Job 316 is bulletined to work from 11:00 p.m. to 7:00 a.m. with working limits consisting of North End "B" Lead South Yard.

On the claim date the Carrier required crew members holding Job 315 to perform service in the working limits of Job 316 by coupling Tracks 20, 21 and 25 and moving them to East Belt Tracks 1, 2 and 3. Job 315 is bulletined to work from 11:00 p.m. to 7:00 a.m. with working limits consisting of North End "A" Lead South Yard.

The Union contends that there is no question but that Job 315 North End "A" Lead assignment was required to perform substantial service within the working limits of Job 316, North End "B" Lead assignment, while their job was blanked.

The Carrier alleges that no work was performed or any work transferred which had been assigned to the claimants. The Carrier contends that the work involved in this dispute is performed primarily by the Transfer and Industry Assignment. The Carrier does concede that the North End "A" Lead and the North End "B" Lead (claimants) may also move the cars in question into adjacent yards.

The evidence indicates that Job 316 was bulletined to work from 11:00 p.m. to 7:00 a.m. with working limits consisting of North End "B" Lead South Yard. Transfer crews may have been allowed to perform this service. However, Job 315 is bulletined to work from 11:00 p.m. to 7:00 a.m. with working limits consisting of the North End "A" Lead South Yard. The time involved herein was approximately one and one-half hours.

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Since the date of this claim the Carrier and the Union have agreed that the Carrier may utilize an additional assignment to work not exceeding one hour within the designated working limits of assignments that are blanked for holidays. The crew herein worked about one and one-half hours. Of course, the parties and the Board are not bound by the agreement of the Carrier pursuant to this case.

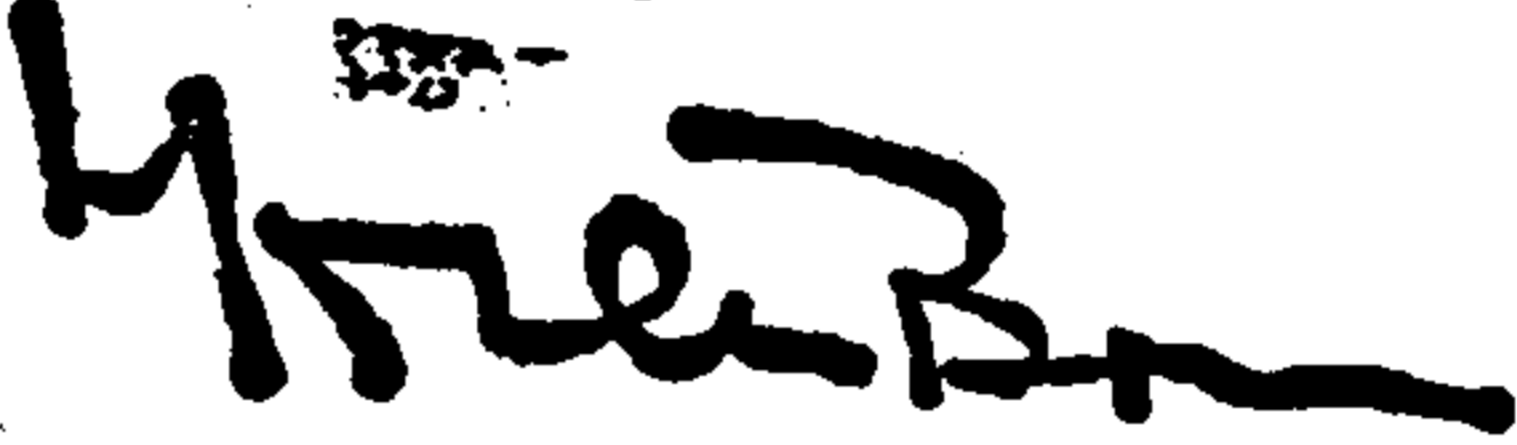
However, the Board is of the opinion that one and one-half hours is a substantial period of time, and under the previous awards on this Board and other awards, the claim is valid.

AWARD: Claim sustained.

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



Preston J. Moore, Chairman



G. T. DuBose, Union Member



T. M. Stone, Carrier Member

SIGNED at Houston, Texas this 2nd day of February 1984.