

PUBLIC LAW BOARD 3869

Houston Belt and Terminal Railroad Co. :  
and : Award No. 50  
Case No. 50  
United Transportation Union :

STATEMENT OF CLAIM

"Claim is made for and in behalf of HB&T Yardmen C. R. Kethan, W. R. Caffey and D. L. Tatom for eight (8) hours at the applicable pro rata rate in addition to any and all other earnings on February 2, 1985.

OPINION OF THE BOARD

On the date in question, the Claimants were assigned to Job 102 and were instructed to perform service outside of their bulletined assignment. In their absence the Carrier, according to the Organization, permitted Job 127 to perform service in Job 102's bulletined area by making an interchange transfer.

In addition to the prohibition against job swapping, Carrier refers to contractual prohibition against transferring jobs that are bulletined to a specific assignment.

On the property, the Carrier advised that Claimants had tied up and their assignments were completed since Job 102 is assigned to work from 6:30 a.m. to 2:30 p.m. At 2:30 p.m. they were cutoff the SP cars and instructed to head for South Yard and tie up and they arrived there at 3:05 p.m. Job 127 handled the cars in question at 3:15 p.m. Further, the Carrier asserts that the Claimants had no right to the work performed outside of their assigned hours essentially when they are off duty.

In reply, the Organization contends that Job 102 was actively engaged in performing SP transfer work prior to Job 102 being released from duty at 3:05 p.m.

Members of Job 127 were bulletined to perform work on the Settegast Transfer with the assigned hours of 8:00 a.m. to 4:00 p.m.

The Awards cited by the Carrier seem to confirm Carrier's view that employees do not have rights to work on an overtime basis. However, we feel that the dispute before us is decided on narrower grounds. The Carrier did not utilize a crew which

relieved Job 102 but rather used another day shift crew. Because of the rather close time elements involved and the indication that there was an overlap of job performance prior to Job 102 leaving duty, we feel that the Organization has set forth a prima facia case of job swapping and we will sustain this claim based on the specific facts before us.

FINDINGS

The Board, upon consideration of the entire record and all of the evidence finds:

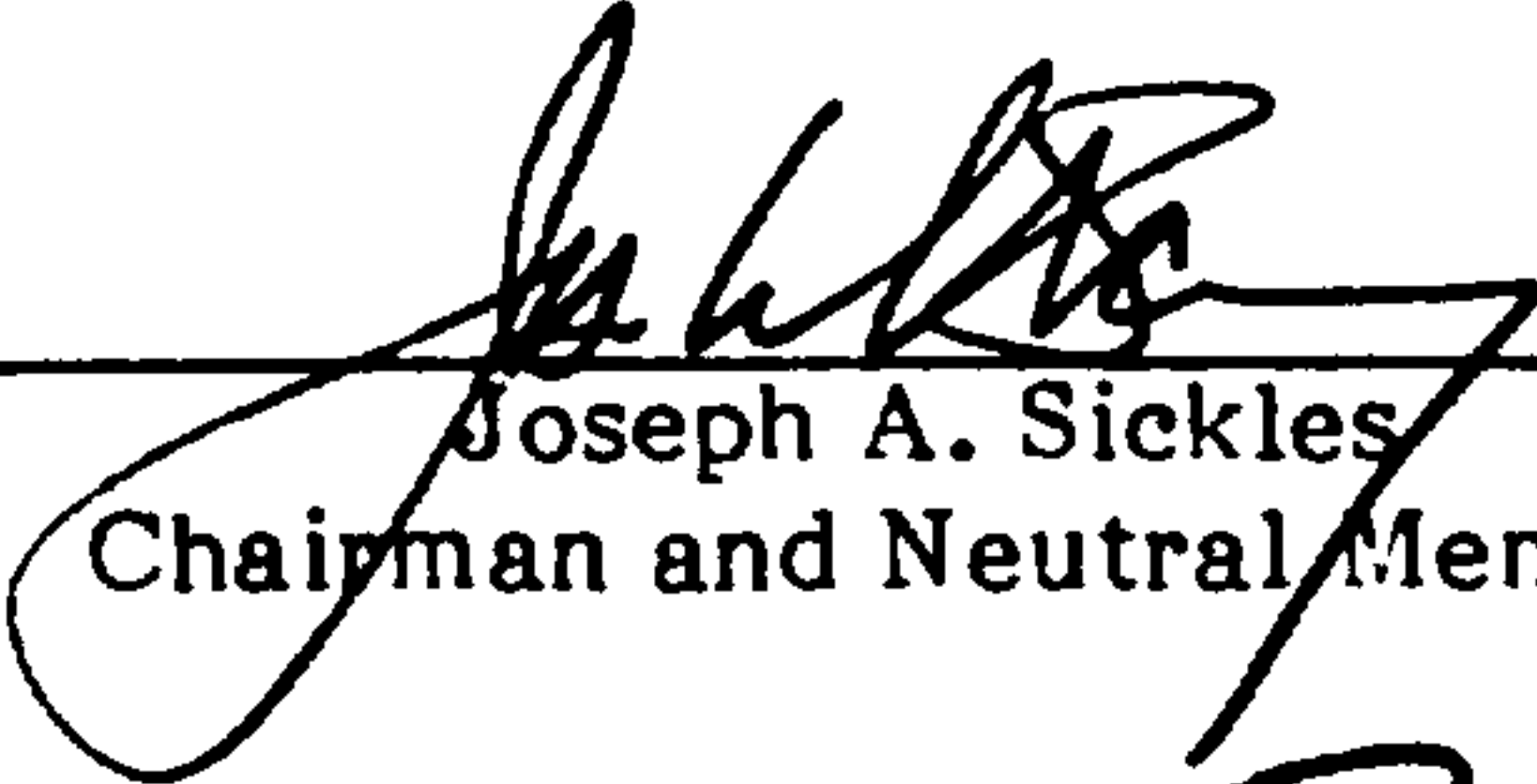
The parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended.

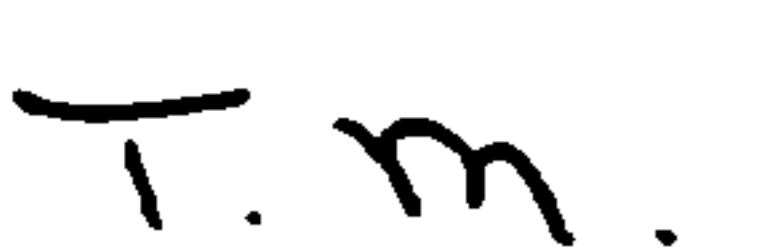
This Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due and proper notice of hearing thereon.

AWARD

1. Claim sustained.
2. Carrier shall comply with this Award within thirty (30) days of the effective date.

  
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Joseph A. Sickles  
Chairman and Neutral Member

  
\_\_\_\_\_  
T. M. Stone  
Carrier Member

  
\_\_\_\_\_  
C. L. Little  
Organization Member

  
\_\_\_\_\_  
Date