

AWARD NO. 9
Case No. 11

PUBLIC LAW BOARD NO. 3269

PARTIES) BROTHERHOOD OF LOCOMOTIVE ENGINEERS
TO)
DISPUTE) THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM:

"Claim is made on behalf of Engineer W. V. Hutchison, 52194, for shortage on the following dates, October 18, 20, 25, 26, and 29th on pay period ending 10-29 in the amount of \$136.30."
(Case No. 26142 - Div. 452)

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee respectively within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction over the dispute involved herein; and the parties were given due notice of hearing thereon.

The dispute here at issue arises from the Carrier having taken Claimant "off pay" for those periods of time on the dates in question when Carrier managerial personnel performed switching to an industrial plant being struck by outside, or plant employees, the Carrier having released and returned Claimant to duty on each of the separate days.

Essentially, the nature of the dispute and the handling accorded Claimant and his crew does not differ materially from like disputes heard and determined by Public Law Board No. 717 (Award No. 187), with Referee John Criswell assisting, and Public Law Board No. 1245 (Award No. 1), with Referee Preston J. Moore assisting, and wherein both Awards sustained like claims of employees.

We endorse the Findings of the above mentioned Boards as properly dispositive of the particular nature of the issue before us, especially that part of the Findings of PLB No. 1245 wherein it was held:

"In this dispute the claimants came on duty, performed service and were then relieved, or actually held on duty at a particular point until they returned to duty at the same point at a later hour. Although the claimants were performing no service for the Carrier, the Carrier elected to hold them on duty until the switching was completed at the industry.

"There are no provisions in the Agreement which would allow the Carrier to require the claimants to remain at that point without being under pay. The Carrier could have released the crew from duty when the officers commenced to do the switching and only paid the claimants for the amount of time that they were on duty.

"However this is not the case before this Board. The claimants were subject to duty and were available to perform any other service required of them by the Carrier. The fact that the Carrier left them idle at that point does not release them from duty. Therefore the Board finds that the claims are valid."

AWARD:

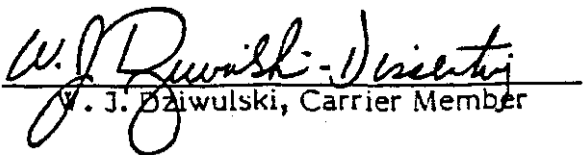
Claim sustained.

ORDER:

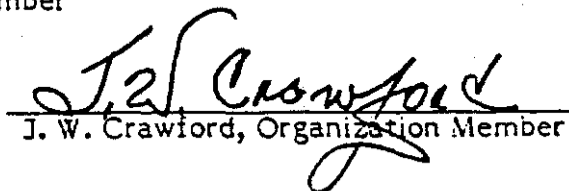
Carrier is directed to make this Award effective within 30 calendar days of the date set forth below.



Robert E. Peterson, Chairman
and Neutral Member



W. J. Dziwulski, Carrier Member



J. W. Crawford, Organization Member