

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute: (System Federation No. 106, Railway Employees'
(Department, A.F. of L. - C.I.O.
((Carmen)
(
(The Washington Terminal Company

Dispute: Claim of Employees:

1. That under the current agreement, Car Repairmen, J . E. Carter, M. E. Gosnell, L. E. Heffner, C. R. Orndorff, A. L. Phillips and D. Anderson, were wrongfully denied payment of call time for reporting for work on February 23, 1972 after being called but not used.
2. That Carrier violated the terms of the 60-day limit rule contained in the agreement of August 21, 1954 when it failed to disallow the claims within 60 days.
3. That accordingly, Carmen, J. E. Carter, M. E. Gosnell, L. E. Heffner, C. R. Orndorff, A. L. Phillips and D. Anderson, are entitled to have their appeals allowed as presented and be compensated in the amount of four hours' pay each.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Organization contends that at about 6:00 P.M. on February 23, 1972, claimant Heffner received a telephone call from the Car Foreman who told him that things were in a mess at the Terminal; to get the Brunswick, Maryland carmen together and come to work. Heffner did as directed and the claimants reported at 9:00 P.M. The foreman could

not be located. They waited until their regular assigned starting time at 12:00 midnight and then went to work on their regular assignments.

The Carrier contends that the call was only to assure that the men would be available at their regular time because of a severe storm.

The evidence in the record does not support the foreman in believing that the men would not report as usual either because of their past records or because of any occurrence on the night in question. There is nothing in the record to indicate that claimants had any reason to report three hours early if they had not been called. On the facts presented, we believe that the men reported early because they understood that they were called to do so.

Rule 18 of the Agreement required employes to notify the foreman if they would not be able to report. It is not claimed by the Foreman that such notice was received from claimants. Rule 7, subdivision 3, provides that Employes called to report for service who report and are not used will be allowed a minimum of four hours at straight time pay.

There is no need to discuss claim No. 2 regarding the Carrier's failure to comply with the time limitation because we find that the claim is allowed on the merits. Claimants are each entitled to four hours pay at the pro rata rate;

A W A R D

Claims 1 and 3 sustained. Claim 3 disposed of as indicated in Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 7th day of May, 1974.