

The Second Division consisted of the regular members and in addition Referee Arthur T. Van Wart when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
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(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rules 17 and 32(a) of the Controlling Agreement when they arbitrarily disciplined Carman G. W. Bland by not allowing him to work his regularly assigned job, January 25, 1976.
2. That, accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman G. W. Bland in the amount of six and one-half ($6\frac{1}{2}$) hours at the pro rata rate for January 25, 1976.

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.

Claimant Carman, on January 25, 1976 was filling a vacation job in Carrier's Kansas City departure yard. The assigned hours of such job were 7:00 a.m. to 3:00 p.m.

Claimant failed to report for his job at 7:00 a.m. on January 25, 1976. A Carman was called therefor from the overtime board at 7:20 a.m. to replace Claimant.

Claimant phoned the General Car Foreman about 7:40 a.m. to advise that he would be late. Claimant was advised that another man had been called in his place, that he should not come in and that he would not be permitted to work. Claimant showed up for his assignment after 8:00 a.m., but was not permitted to work. Claimant here seeks 6 1/2 hours pay pro rata for not being permitted to work his assignment on January 25, 1976.

The Employees argue that Claimant complied with agreement Rule 17 by calling his Foreman to inform him that he would be late, that thereafter Claimant lived up to his part of Rule 17 and reported to protect his job. They allege that by sending Claimant home Carrier had violated Rule 32(a).

Rule 17 provides:

"Employee shall not lay off without first obtaining permission from their foreman to do so, except in cases of sickness or other good cause of which the foreman shall be promptly advised."

Rule 32, in pertinent part, reads:

"(a) an employee covered by this agreement shall not be disciplined or dismissed without first being given a fair and impartial investigation."

The Board finds that Claimant was not being disciplined when he was not permitted to work his assignment on January 25, 1976, after reporting thereto almost an hour and one half after its scheduled starting time. The Agreement requires Carrier to establish regular jobs with regular scheduled hours. The Employee who takes one of such regular jobs thereby incurs an obligation and duty to protect same by reporting on time thereto. The success of Carrier's operations are predicated on the necessary number of employees productively working and carrying out their assigned duties within the prescribed scheduled hours.

Here, Carrier concluded, as of 7:20 a.m., that the number of authorized trains requiring pre-departure inspection and air tests were such that Claimant's job had to be immediately filled. Carrier, because of Claimant's failure to call, had no knowledge at that particular time whether Claimant would ever show up. Hence, Carrier was put to an unnecessary expense by being required to call in a carman from the overtime Board in order to protect its operations.

Claimant had no contractual claim to his assignment on January 25, 1976 after he failed to timely report thereto. He also failed to timely notify his foreman as to his absence and the reasons therefor. Claimant had been put on proper notice at 7:40 a.m. that another man had been called in his place. The prevailing circumstances at that time voided any possible use of Claimant.

Rule 17 provides no support whatsoever for the instant claim. Said Rule concerns itself solely with an employee's obligation relative to his laying off. Such was not here involved. This Division, in its Awards 7384 and 7385 (Marx), denied claims on this property involving similar situations and the same rules.

There is neither merit or rule support for this claim. It is denied.