

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division of TCU
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(Kansas City Southern Railway Company - Louisiana &
(Arkansas Railway Company

STATEMENT OF CLAIM:

1. That the Kansas City Southern Railway Company - Louisiana & Arkansas Railway Company violated the controlling agreement, particularly Rule 13(b), when Carman R. R. Peterson, Jr. lost one day's compensation on February 24, 1987, when he was not notified to return to his regular assignment on that date (February 24, 1987), and instead was not returned to his job until February 25, 1987.

2. That accordingly, the Kansas City Southern Railway Company - Louisiana & Arkansas Railway Company be ordered to compensate Carman Peterson in the amount of eight (8) hours pay covering the date of February 24, 1987, Shreveport, Louisiana.

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 employes 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 facts in this case are basically undisputed. Claimant was temporarily working an assignment with Monday and Tuesday rest days. On Monday Carrier permitted the regular incumbent to reclaim the assignment, effective on Wednesday. It made one attempt, on Monday, to contact Claimant by phone to advise him to return to his regular assignment, which had rest days of Saturday and Sunday. This call was unanswered and no further attempt was made until Tuesday. Claimant returned to his assignment on Wednesday. Claim is made for time lost on Tuesday, because Claimant did not work his regular assignment on that day.

Rule 13 (b) of the Agreement provides that upon the return of a regular employee the employee relieved shall be returned to his former position. The absent employee reclaimed his assignment on Monday. Claimant, under the Rule, was entitled to return to his former job on Tuesday. Carrier had an obligation to attempt to effect notice of the change so that Claimant could in fact return to his job on Tuesday. We do not believe that a single attempted phone call fulfills this obligation.

The Claim has merit and will be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 28th day of November 1990.