

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

NORTHERN PACIFIC RAILWAY COMPANY

STATEMENT OF CLAIM: Claim as presented by the System Committee of the Brotherhood that the Carrier is violating the agreement in effect by requiring employes in the B&B crew located at Seattle, Washington, to begin and end their assigned daily tour of duty at other than their designated assembling point.

EMPLOYEES' STATEMENT OF FACTS: Several years ago there were three B&B crews assigned with headquarters at Seattle, each crew having one designated assembling point or headquarters. Some years later the number of B&B crews assigned with headquarters at Seattle was reduced to two crews, each with a designated assembling point. Then some time later the number of B&B crews assigned with headquarters at Seattle was reduced to one B&B crew, with this crew having as headquarters and assembling point the carpenter shop near the roundhouse where the employes in the crew kept such hand tools as they are required to have and also such extra clothing as is necessary for these employes to have. This one crew is designated as S-1.

This B&B crew at Seattle is under the supervision of Foreman O. W. Streubel. The employes in this crew work under the direction of the Foreman. The Foreman of this crew has his designated assembling point and headquarters at the carpenter shop near the roundhouse.

At the time this instant claim arose, the Carrier had established four different assembling points for the members of this one crew. These assembling points are as follows:

- (1) The carpenter shop near the roundhouse,
- (2) "Hole in the Wall" at Produce Building on Alaskan Way,
- (3) Bridge Number 4—Salmon Bay
- (4) Harper Hill Tool House.

The members of this crew normally are required to report for work at the carpenter shop. From time to time, depending upon the exact location of the work, the employes are assigned to any one of these other three headquarters, and their time begins and ends at the newly designated assembling point.

The Committee placed their contention before the Carrier; that is, that the Carrier was violating the agreement by having more than one

to begin and end their assigned daily tour of duty at other than their designated assembling point, cannot now be considered. The Carrier has shown that this request has not been presented, appealed and considered on the property in conformity with the rules of the current Maintenance of Way Agreement and the Railway Labor Act, as amended. This request should therefore be dismissed.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim presents the question of whether or not, under Rule 34 of the parties' effective Agreement, Carrier can designate more than one assembling point for the members of B&B crew, S-1, to begin and end their assigned daily tours of duty.

The record shows that Carrier, at Seattle, maintains one B&B crew designated as S-1, and that it has designated four different points in the Seattle area for the members of their crew to assemble, to wit: The carpenter shop near the roundhouse, the "Hole in the Wall" at the Produce Building on Alaskan Way, Bridge Number 4—Salmon Bay, and Harper Hill Tool House on Terry Avenue Line. This crew does not always work as a unit, consequently, if work is to be performed near one of these designated assembling points, the employees necessary to perform it are instructed to assemble there.

Rule 34, Beginning and Ending of Day, provides:

"Employee time will start and end at designated assembling points for each class of employees."

Rule 34 is a specific rule on the subject matter to which it relates. By its terms it does not restrict or limit the Carrier to one assembling point for any class of employees but expressly provides for assembling points for any class of employees. It may be that because of convenience to employees in the transportation of themselves, their tools and work clothing, or because the facilities provided at one assembling point are better than those at another, or for many other reasons, it would be desirable to have but one assembling point, however, it is not our right or privilege to so limit the Carrier contrary to the express rules of the parties' Agreement. If Carrier is to be so restricted it must be done by a Rule in the Agreement to that effect.

We find the Carrier, in fixing four assembling points for the members of this crew, acted within its authority under Rule 34 and that the Brotherhood's contention is without merit.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Carrier has not violated the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 12th day of August, 1949.