

Award No. 15812
Docket No. MW-14070

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it required Crane Operators D. B. Sullivan and G. A. Klich to start and end their days' work at other than their regularly designated assembly point of the Carpenter Shop in Kirk Yard.

(2) Crane Operators D. B. Sullivan and G. A. Klich each be allowed one-half hour pay at their time and one-half rates for each work day within the period beginning sixty (60) days prior to date of claim presentation and continuing until the violation is corrected. (Note — date of claim presentation was 9-13-1961)

EMPLOYEES' STATEMENT OF FACTS: Claimant Machine Operators D. B. Sullivan and G. A. Klich were assigned to their respective positions by bulletin. At the time of said assignment, the Carrier designated the Carpenter Shop in Kirk Yard, Gary, Indiana, as the assembly point for the claimants. For a period of time thereafter, the claimants started and ended their day's work at this location.

The Carrier later designated a second assembly point for the claimants, namely, the Supervisor's Office, Switchmen's Building in the Gary Mill Yard, Gary, Indiana. The claimants were thereafter required to start and end their day's work at this second location.

The Carpenter Shop has historically and traditionally been the regularly assigned assembly point of all B&B employees at Gary. It is equipped with facilities for washing, for eating lunches, for changing clothes and for the safe storage of the employees' clothing, tools and other personal belongings. It also has facilities for the posting of bulletins, seniority rosters, notices, etc. for ready accessibility to the employees.

One-quarter hour preceding and continuous with the regular work period and one-quarter hour following and continuous with the regular work period was consumed in traveling from and to the subject Carpenter Shop for which the claimants received no compensation.

On March 31, 1938, we consolidated Track Sections 23 and 24.

On April 16, 1941, we-reestablished Track Section 23.

And then on July 1, 1945, we once again consolidated Track Sections 23 and 24.

While assembly point changes were affected in the consolidations involved in Award No. 5830, the Board will note that this was not the area in which the Organization forced issue and made objection.

In addition to the above, no objection of the instant nature was raised concerning the application of Rule 24 when this Carrier, on June 30, 1946, consolidated the many Track Sections (approximately 25 in number) operating on the Carrier's Gary Division into three (3) Sections, with corresponding regular assembly point changes for the affected employees.

INVOLVED RULES **"LOCATION OF WORK."**

Rule 24. Employee's time will start and end at a regularly designated assembly point which will be the tool house, boarding cars, shop, or at stations where employees take their meals or lodging."

Rule 24, above, appears in the current BMW Schedule as it was revised and reissued August 1, 1952. It is verbatim Rule 24 of their prior Schedule, which had an effective date of December 1, 1945. Rule 24 is a system rule applying with equal force and effect to all contract Maintenance of Way Employees, regardless of the sub-department in which they work and the craft or class in which they fall.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim presents the question of whether or not, under Rule 24 of the Agreement, Carrier can designate a new and different regular assembling point for Crane Operators Sullivan and Klich, claimants herein.

Originally, Claimants' designated assembling point was a location in Kirk Yard, Gary, Indiana. Subsequently, Carrier designated a new location in the Gary Mill Yard, Gary, Indiana, as Claimants assembling point. Within time, the Organization filed this claim.

At the property and in its submissions, the Organization complained that the Carrier had violated Rule 24 of the Agreement when it required the Claimants to report to the new assembling point for the reason that same was not the "regularly designated assembling point," i.e., the location in Kirk Yard.

Rule 24, Location of Work, reads as follows:

"Employee's time will start and end at a regularly designated assembling point which will be the tool house, boarding cars, shop or at stations where employees take their meals or lodging."

Said rule is a specific rule relating to an employee's assembling point. The implication thereof does not prohibit or restrict the Carrier from redesignating a new regular assembling point.

The Carrier may under Rule 24 designate a new regular assembling point.

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 the Agreement was not violated.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 20th day of September 1967.