

PUBLIC LAW BOARD NO. 2960

AWARD NO. 174
CASE NO. 373

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees

and

Chicago and North Western Transportation Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the Agreement when it required the members of the Interdivisional Tie Gang 712 to start and end their regular work day at other than designated assembling points as stipulated in Rule 25 commencing April 6, 1990 and continuing (Organization's File 3KB-4603T; Carrier's File 81-90-78).
- (2) The Claimants shall be allowed additional compensation and expenses as outlined in the letter of appeal identified as Employees' Exhibits 'A-1' and 'A-3'."

DECISION OF THE BOARD:

The background of this case and the arguments of the Parties are well documented.

There is no dispute that assembly points such as railroad stations, section headquarters, B&B headquarters, or tool houses are legitimate assembly points. The dispute is related to whether the sidings in question qualified as a legitimate assembly point by virtue of being a "gang tool (car(s) on a siding in a city or town close to the work site."

Based on the evidence of this particular record, it is consistent with the intent of Rule 25 (a) (3) to assembly employees under 47 at a siding where the gang's equipment is stored.

The overall intent of the rule is to require an assembly point convenient to lodging and to the extent the assembly point isn't convenient, the rule has a built-in penalty.

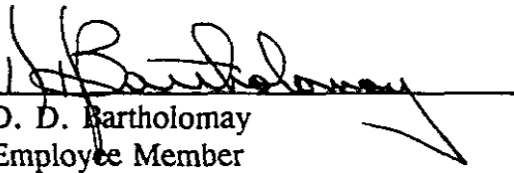
Accordingly, the claims before the Board are payable only to the extent that the gang didn't assembly at their equipment and to the extent the nearest town exceeded 30 miles from suitable lodging. The Parties are directed to review and dispose of the claims on this basis.

AWARD:

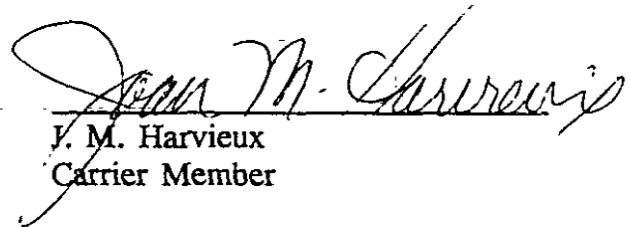
The claims are resolved in accordance with the Opinion.



Gil Vernon, Chairman



D. D. Bartholomay
Employee Member



J. M. Harvieux
Carrier Member

Dated: 11/9/93