

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21582  
Docket Number CD-21156

William M. Edgett, Referee

(Brotherhood of **Railway**, Airline and **Steamship** Clerks.  
( Freight **Handlers, Express** and Station **Employes**

PARTIES TO DISPUTE: (

(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood, GL-7769,  
that:

(1) Carrier violated the Agreement between the Parties when it failed to reimburse Mr. J. T. Quinlan a mileage allowance of **10¢** per mile from his **headquarters point** to his assigned work location and return, on July 7, 16, **17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 1973** and **all sub-**sequent dates of record, and

(2) Carrier shall reimburse Mr. Quinlan amounts as **claimed** above account his use of personal automobile on each date.

OPINION OF BOARD: Claimant was assigned to an extra board position which had been bulletined with headquarters designated as Pittsburgh, PA. **On** the dates of claim, he had been called to fill vacancies at two towers located within the Pittsburgh city limits and one **tower** located outside the city limits.

The **Employes** object to Carrier's designation of the city of Pittsburgh as the headquarters point. They ask the Board to find that DS office is **claim-**ant's headquarters point for the application of the Rule. They rely on a notice which established that office as a calling point and which clearly showed the headquarters as Pittsburgh. Reliance on it is misplaced. The Rmployes also rely on Award No. 20 of Public Law Board 789 for the proposition that a headquarters point must be restricted to a "tower, station or **office** on line of road". If the award could be read to establish the point that a headquarters point **must** be so **narrowly** defined it would be in opposition to awards of **this** Board and would not be held to be controlling. However, the point relied upon by the **Employes** was not essential to the holding of **PLB** 789 and it does not stand for the proposition that a headquarters point may not be co-extensive with a terminal.

Essentially, that is **Carrier's argument**. It has designated its Pittsburgh terminal as the headquarters point for the application of Rule 23. It relies on the Rule and the practice which has been followed in administering it. Carrier concedes that the application has not included the entire terminal but has stopped at the **bouderies** of Pittsburgh. It acknowledges that the **assignment** at **Etna, PA.** is outside the practice (and Pittsburgh). That part of the claim will be sustained.

The Rule could stand additional clarifying language. The record **before** the Beard supports Carrier's assertion that the parties' practice **has** been to designate Pittsburgh as the **headquarters** point. We will sustain the claim as to the **assignment** at **Etna**, PA. only, based **on** the Rule and the practice which the parties **have** followed.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record **and** all the evidence, finds and holds:

That the parties waived oral hearing;

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, X934;

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

That the claim should be sustained to the extent described in the **Opinion**.

A W A R D

Claim sustained as to the **assignment** at **Etna**, PA. The **remainder** of the claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Paulos*  
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1977.