

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21582
Docket Number CL-21156

William M. Edgett, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees

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 subsequent 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 Employees object to Carrier's designation of the city of Pittsburgh as the headquarters point. They ask the Board to find that DS office is claimant'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 Employees 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 Employees 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 boundaries 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 Board 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 Employee 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 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.