

NATIONAL RAILROAD ADJUSTMENT BOARD  
FOURTH DIVISIONAward Number 3702  
Docket Number 3706

Referee Paul C. Carter

PARTIES TO DISPUTE: Brotherhood of Railway, Airline and Steamship Clerks,  
Freight Handlers, Express and Station Employees  
The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (P-67) that:

1. The Carrier violated Rules 19, 28, 35 and other related rules of the current Baltimore and Ohio Patrolmen's Agreement when it failed or refused to properly compensate Patrolmen P. M. Umberger and P. D. Howdysell when they were called for overtime work which required them to be away from their normal headquarters point.
2. The Carrier shall now be required to pay Messrs. Umberger and Howdysell two hours travel time at the punitive rate of pay and 80 miles each at the prevailing mileage rate.

OPINION OF BOARD: Claimants were assigned as Patrolmen with headquarters at Cumberland, Maryland. On December 2, 1977, Claimant Umberger was used at the scene of a derailment at Orleans Road, West Virginia. Claimant Howdysell was used for the same service on December 5, 1977. Both days were rest days for Claimants.

The Claimants were paid at time and one-half rate for time actually worked at Orleans Road. The claim is that they each be paid two hours travel time at time and one-half rate for travel from their headquarters point to Orleans Road and return and mileage expenses for eighty (80) miles for using their personal vehicles.

The Carrier contends that the work at Orleans Road was offered to Claimants to perform on their rest days, and that it was explained to them that they would report for duty at the Orleans Road location and would not be allowed any expense for traveling to or from that location.

It is well settled that a Carrier may not enter into agreements with individual employes contrary to the provisions of the collective bargaining agreement. Therefore, the issue before the Board is whether the claims as presented are supported by the applicable Agreement.

The Organization appears to place time consumed in traveling to and from Orleans Road in the same category as time worked on rest days under Rule 28(i) of the Agreement. The Board cannot agree with such contention. Words used in an Agreement must be given their usual ordinary meaning in the absence of clear intent otherwise. "Work", as used in Rule 28(i) does not ordinarily include time traveling to and from the work location.

We have not been referred to any specific rule covering payment for travel time. Regardless of any sense of equity, the Board lacks the authority or the wisdom to attempt to write a travel time rule for the parties. This can be accomplished only by the parties.

Finding no Agreement support for the claims for two hours travel time at punitive rate in favor of each claimant, that portion of the claim must be denied.

As to the claim for eighty (80) miles each at the prevailing mileage rate for use of their personal vehicles, we have a different situation. Rule 45(e) provides for mileage allowance to "Employes, if authorized by the Company to use their personal automobiles for Company business." The Carrier's authorization of the claimants to work at Orleans Road, in our opinion, carried with it at least the implied authorization for use of claimants' private automobiles to travel to and from Orleans Road. There is no indication that other forms of transportation were available. The claims for eighty (80) miles each at the prevailing mileage rate will be sustained.

**FINDINGS:**

The Fourth Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The parties to said dispute waived right of appearance at hearing thereon.

A W A R D

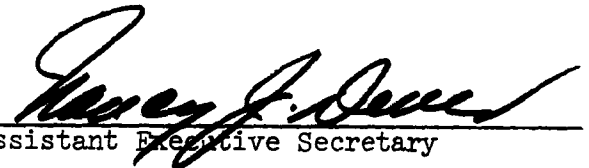
Claim for two hours travel time at the punitive rate for each claimant is denied;

Claim for eighty (80) miles for each claimant at the prevailing mileage rate is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Fourth Division

ATTEST:

Executive Secretary  
National Railroad Adjustment Board

By:   
Assistant Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1980