

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13066
Docket No. 12852
96-2-93-2-225

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(International Brotherhood of
(Electrical Workers
PARTIES TO DISPUTE: (
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

"The following claim and grievance submitted to Communication Supervisor K. Mattern of the Consolidated Rail Corporation on behalf of Radio Maintainer R. E. Conrad, Altoona, PA Radio Shop, by IBEW Local Chairman M.A. Giansante, Jr., by letter dated June 29, 1992.

'THIS UNION CHARGES MANAGEMENT WITH VIOLATING THE CONTROLLING AGREEMENT SPECIFICALLY; 8-C-1(a) and (b)

When on May 1, 1992 the carrier moved the regular monthly meeting with Labor Relations from Altoona to Harrisburg. This monthly meeting was held in Altoona for the Harrisburg Division people since 1969 under the IBEW. Prior to 1969, it was held in Altoona under the TWU. The Carrier arbitrarily changed the location of the regular monthly meeting which necessitated the claimant to drive to Harrisburg from Altoona. On 6/2/92, the claimant filed an expense form to be compensated for the mileage on his privately owned vehicle. The carrier denied this expenses form and refused to pay mileage to the claimant for using his private automobile.

Therefore this union is asking the carrier to reimburse the claimant a total of \$68.60 for the 245 miles driven between Altoona and Harrisburg.

This claim is subject to Rule 4-P-1.' "

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute were given due notice of hearing thereon.

Article 8-H-1.(c) provides in pertinent part as follows:

"Local union representatives shall not be required to lose time from their regular assignment when representing employees covered by this Agreement ... for attending ... scheduled monthly meetings with the Manager-Labor Relations."

On May 1, 1992, the Carrier moved the Harrisburg Division regular monthly meeting with Labor Relations from Altoona to Harrisburg. This applied to various Organizations, not only the Organization involved herein. The Carrier noted, without contradiction, that this type of venue change had occurred many times in the past, based on changes in the Carrier's management arrangements.

The Claimant is a local union representative who requests mileage allowance for driving his personal vehicle from Altoona to Harrisburg and return. There is no contention that the Claimant was "required to lose time" from his regular assignment. The Organization supports the Claim for mileage allowance by reliance on Rules 8-C-1.(a) and (b), which read as follows:

"(a) Employees shall not be required to furnish their privately owned automobiles for Company use.

(b) Employees requested to and using their private automobiles for Company business shall be allowed mileage made for the use thereof in accordance with the mileage rate established by the Company"

The Claimant did not use his automobile for "Company business" but rather as an Organization representative. The Rule provides no allowance for expenses as claimed herein. There is no contractual basis for the Claim; there is no contractual requirement to mandate Organization consent to a rational change in monthly meeting location; and no established and accepted practice was cited to suggest that such expense allowance has been provided in the past.

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AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 9th day of December 1996.