

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20738

Docket Number SG-20522

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Southern Pacific Transportation Company
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company that:

Mr. J. J. Gonzalez be allowed payment for mileage as claimed for the period July 10 through July 21, 1972, 31 miles per work day at eleven cents (11¢) per mile for ten work days while relieving signal maintainer headquartered at Coyote, California. (Carrier File: SIG 111-1)

OPINION OF BOARD: Claimant was assigned to the position of Relief Signal Maintainer with headquarters at Santa Clara, California. For the period July 10 through July 21, 1972 Claimant relieved the maintainer at Coyote, California and claimed mileage for driving his personal car 31 miles per day to and from that assignment. The Agreement contains the following rule covering such mileage allowances:

"RULE 73 - PRIVATE AUTOMOBILES. When employees are requested and are willing to use private automobiles for Company use, an allowance shall be made at the rate of five (5) cents per mile."

Petitioner alleges that in accordance with long-standing instructions of Carrier, a relief signal maintainer ties up the company truck at the headquarters of the signal maintainer he is relieving. It is also argued that a relief maintainer takes the working hours, headquarters, territory etc. of the position he is relieving on, in accordance with Rule 8(e): Thus, authorization to use his own car was implied.

Carrier states that Claimant was instructed to use a company truck for the required transportation and he did not follow the instructions. It is categorically emphasized that Claimant had no authority to use his own car for the period involved.

The record contains no evidence or substantial information concerning the instruction or practice alleged by the Organization; there is merely a statement by a local Organization official, denied by Carrier. For this reason the record does not establish the existence of any such

practice. The only rule in the Agreement dealing with mileage allowances is Rule 73, supra, and it specifically provides that employees must be authorized to use their private vehicles in order to secure the allowance. There is no evidence in the record, and indeed no allegation, that Claimant was specifically authorized to use his personal car for the travel involved. We must conclude, therefore, that Petitioner has not established that there was any violation of the Agreement and the Claim must be denied.

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, 1934;

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

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois this 30th day of May 1975.