

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

Parties to Dispute: { International Brotherhood of Electrical Workers
{ Atchison, Topeka and Santa Fe Railway Company

Dispute: Claim of Employees:

- (1) That the Carrier erred and violated the contractual rights of Mr. Sam Jones by failing to reimburse him for expenses incurred in obtaining safety glasses.
- (2) That, therefore, Mr. Jones be compensated one (1) hour at his pro rata rate of pay and five dollars (\$5.00) for fitting glasses.

Findings:

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

The carrier or carriers and the employe or employes 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.

Parties to said dispute waived right of appearance at hearing thereon.

At issue here is whether the Carrier is required to reimburse the Claimant for \$5.00 which he paid to have prescription safety glasses fitted and for one hour of his time in so doing. The Organization relies on Rule 46 (a), which reads as follows:

"Reasonable protection will be afforded the health and safety of the employes."

Also involved is a bulletin to employes issued February 11, 1977, which reads in part as follows:

"Effective March 1, 1977, all personnel, except those who work exclusively in offices, will be required to wear approved eye protection while on duty, other than when inside offices, lunch rooms, and washrooms.

Those employes not required by the rules to wear corrective lenses will be given one pair of clear industrial safety glasses with breeze catcher side shields. In addition, on request, another pair of industrial safety sunglasses (with truecolor lenses) and breeze catcher side shields will be

"furnished. Glasses damaged or broken will be replaced or repaired free of charge when the damaged pair is turned in. Lost glasses will be replaced at actual cost, which will be charged to the employee.

Those employees who wear corrective lenses will have the option either to acquire a pair of prescription industrial safety glasses with breeze catcher side shields, or wear a pair of monogoggles provided by the Company. For those who choose the industrial safety glasses with breeze catcher side shields, the Company will pay the cost of the frames, case, side shields and lenses on one pair only. Eye examination and fitting cost will be the responsibility of the employee. Any future replacements of industrial safety glasses will be the responsibility of the employee, except the Company will continue to pay for the cost of the frames as it has done in the past...."

The Organization argues that, because the Carrier has apparently deemed the wearing of safety glasses at virtually all times to be "reasonable protection" for employees, the cost involved should be borne by the Carrier.

In support of their positions, the parties refer to the history of Rule 46 (a); the degree to which the Carrier pays for other items of safety equipment; and previous awards concerning these matters. The Board, however, need go no further than the facts in the instant claim. The Organization is correct in concluding that the wearing of safety glasses may be determined as "reasonable protection". The essential point, however, is that the Carrier has provided eye protection without cost to the employees -- whether in compliance with the rule or possibly in excess of its requirements.

In the case of those requiring prescription lenses, the Carrier provides monogoggles without cost to the employees. Such employees are provided with an option of their own choosing -- the use of prescription industrial safety glasses. Under this option, the Carrier also pays a large share of the cost, omitting only "eye examination and fitting cost". No provision is made to pay for the time involved in such fitting.

The Claimant decided to take this option. He was not required to do so. He could have accepted the "reasonable protection" of the monogoggles. Thus, the Board can make no finding that the cost of fitting and/or time spent in such fitting is within the mandate of Rule 46 (a). This award is concerned only with the specific circumstances outlined above.

A W A R D

Claim denied.

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Award No. 8707
Docket No. 8491
2-AT&SF-EW-'81

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 6th day of May, 1981.