

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13458

Docket No. 13270

99-2-97-2-40

The Second Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

(International Brotherhood of Electrical Workers
(System Council No. 16

PARTIES TO DISPUTE: (

(Burlington Northern/Santa Fe Railway Company

STATEMENT OF CLAIM:

- “1. That in violation of the governing Agreement, Rule 20 and Appendix ‘I’ in particular, the Burlington Northern/Santa Fe Railroad Company deprived Mechanical Department Electrician R. E. Anderson of compensation and reimbursement to which he was contractually entitled.
2. That Electrician R. E. Anderson be compensated for 2.7 hours at the prevailing overtime rate which is equal to four (4) hours at the basic pro-rata rate and sixty-one dollars (\$61.00) for an eye exam fee for the compensation and expense reimbursement that Mr. Anderson has been denied.”

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.

Claimant was instructed not to wear photo-gray lenses in safety glasses while at work in March of 1996. The Organization's position is that the Carrier previously allowed the use of photo-gray lenses and that a policy change required the Claimant to obtain a current visual examination outside of bullentined hours. The Organization alleges that the Carrier violated Rule 20 and Appendix I of the Agreement. It seeks compensation for time lost at the overtime rate and reimbursement for the cost of the eye exam.

In response to the Organization's claim the Carrier submits that Claimant Anderson was required only to present a prescription "fewer than two years old," and that he was required only to have a current prescription before receiving safety glasses. Carrier also submits that Appendix I is not applicable to this issue because the Carrier did not require him to take a visual examination.

Since the Claimant was required to wear safety glasses while performing his job, it is reasonable that he not lose time to meet the requirements of obtaining those safety glasses. While we find merit in the Organization's appeal for compensation for time lost due to meeting the current prescription requirement, we do not find that the Claimant should be compensated at the prevailing overtime rate. Nothing in the Agreement between the Parties imposes upon the Carrier a liability for Claimant's having to take an eye exam, nor is there any suggestion on this record that Carrier somehow exceeded its management discretion, particularly in light of the fact that Carrier required only a "recent" (less than two-year old) prescription.

Appendix I, which reads in pertinent part below, does not provide that an employee is to be compensated at the overtime rate when required to take a "periodical physical and/or visual examination." Rather, it clearly states that the employee "will be allowed payment for time consumed in taking such an examination"

Appendix I - Physical Examinations

" . . . An employee regularly assigned who is required to take routine periodical physical and/or visual examinations during other than regularly assigned hours or as provided for in Rule 20 (Mechanical Shop Craft Agreement) will be allowed payment for time consumed in taking such examination at his basic pro rata rate but not to exceed four hours at such rate."

The record does not support the Organization's position that Claimant be compensated for the \$61.00 cost of the eye examination. Section D.2, of the Carrier's Eye and Face Protection Policy, says in clear and plain language that employees are to pay for prescription examination costs. The Organization offers nothing to refute this. Accordingly, Carrier is liable only for the time (2.7 hours), at the straight time rate, that Claimant spent having his eyes examined.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division**

Dated at Chicago, Illinois, this 28th day of September 1999.