

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13368

Docket No. 13319

99-2-98-2-3

The Second Division consisted of the regular members and in addition Referee Robert L. Hicks when award was rendered.

(Brotherhood Railway Carmen, Division of
(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Montana Rail Link, Inc.

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

1. That the Montana Rail Link, Inc. violated the terms of the controlling Agreement, specifically, Article 14 and the Quality of Work Life Agreement, Article E by refusing to compensate Laurel, Montana Carman, Dennis Wagner four (4) hours pay at the straight time rate for travel to and from his home in Billings, Montana on February 14 and 18, 1997.
2. That, accordingly, the Montana Rail Link, Inc. be ordered to compensate Carman, Dennis Wagner for four (4) hours at the basic rate of pay (13.95 per hour) and an additional \$17.60 for mileage incurred at the rate of twenty two cents (\$.22) per mile. This includes forty (40) miles for travel to and from Laurel, MT to Billings, MT for an eye examination with American Eye Care and a Second trip to pick up his prescription eyeglasses.”

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.

The Carrier, on January 18, 1997, issued a notice to all reading as follows:

“Effective immediately safety prescription glasses will be provided for all MRL employees.

Arrangements have been made with American EyeCare at several locations. Proper identification and a current MRL payroll check stub must be presented when placing your order. Included are required lenses, clear or tinted, side shields and a variety of frames. Only specified frames and lenses will be provided. Employees wishing to purchase different frames, lenses or other products must make arrangements for payment with EyeCare.

Employees having a prescription less than two years old must present it to EyeCare to order glasses. If your prescription is over two years old you are required to have an exam. Please call ahead to schedule an eye exam appointment. Employees are responsible for the cost of the exam. American EyeCare is providing a discounted rate of \$35.00 to MRL employees.

Also, American EyeCare will provide a 30 percent discount to your family members (10 percent on sale items) on all eyewear except contacts.

Safety glasses will be mandatory after 30 days of this notice. Questions should be directed to your immediate supervisor.

American EyeCare is located at the locations listed below. . . .”

Based upon the above-quoted notice, Claimant, on his own, arranged for an eye exam at Billings, 20 miles from home, to have his eyes examined for prescription safety glasses and made two round trips, one for the exam and the second to pick up the glasses.

A claim was then filed seeking travel allowance and straight time for hours spent in the pursuit of the prescription safety glasses.

This Board, after a review of the on-property claim handling, finds the claim is without merit.

The notice requires anyone who has a prescription for glasses that is over two years old must undergo another eye exam. Claimant did not indicate his prescription was over two years old.

The travel allowance of \$.22 per mile as set out in the Schedule Rule is applicable when an employee is authorized by the Carrier to use his personal vehicle. There is no indication the travel was authorized.

With no proof that his eye prescription was over two years old, and without any authorization for the use of his personal vehicle, the claim fails. The burden of proof necessary to sustain a claim is not evident.

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 23rd day of February 1999.