RATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 22078
THIRD DIVISION Docket Number SG-21904

Don Hamilton, Referee

PARTIES TO DISPUTE: (Brotherhood of Reilrcad 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 (Pacific Lines):

(a) the Southern Pacific Transportation Company (Pacific Lines) has violated the Agreement between the Company and its Employes in the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973 and particularly Rule 68(b).

(b) Mr. E. 0. Rcsebure be reimbursed the amount of Nine Dollars and Fifty Cents ($9.50), the amount paid by him to have his standard railroad grade watch and card (Company form 2821) brought up to date in accordance with instructions from his Supervisors.
/Carrier File: SIG 46-98/

OPINION OF BOARD: Carrier supervisors instructed Signal Department employes to have their watch cards brought up to date.

To comply with such instructions, employes must present their watches and watch cards to a watch inspector authorized by Carrier and the watch inspector must then note that the watch is in reliable coudition. In this case, the watch inspector authorized by Carrier would not approve the watch of the Claimant unless it was first cleaned. The Local Time Inspector, by letter dated September 25, 1975, advised:

> "Watch of Edwin D. Rcsebure, Signalman, was cleaned previous in 1959, due to time and condition of watch it was due for cleaning and oiling, to put in condition to comply with Southern Pacific Time Service Manual dated December 1, 1964, page 3, para. 3."

Claimant permitted the Local Tine Inspector to clean the watch, and has submitted a bill for $9.50 for watch cleaning under the provisions of Rule 68(b) of the Agreement, which provides:

> "(b) STANDARD WATCHES. When employes are required by the Company to have their standard railroad grade watches cleaned, the cost of such cleaning, when performed by authorized watch inspector, shall be assumed by the Company."

Carrier denied the claim on tie basis that Carrier did not require the employe to have his watch cleaned. The Union contends that the Local Time Inspector, as an agent for the Company, acted for the Company and thus Claimant was clearly required to have the watch cleaned.

Carrier cites Decision Nc. 3479 of Special Adjustment Board Nc. 18 as controlling. That case denied a claim under a substantially similar rule and situation.

We find no fault with that decision and, except for circumstances present only in this case, it would be controlling.

In this case, Claimant was told by his supervisors to have his watch card updated. Claimant presented it to the local time keeper, who advised him that he would be required to have his watch cleaned before it could be approved. We find that Claimant, under these circumstances, could validly assume that Carrier required him to have his watch cleaned. We have given considerable weight to the fact that the record is devoid of any evidence that supervision gave Claimant any specific direction regarding such a matter. There is no question that under the rule, Carrier is only responsible for watch cleaning when they require it to be done. We believe that it would be easy to avoid future misunderstandings such as this by Carrier advising its employes, and its Time Inspectors, accordingly. Then, any questionable expenses for watch cleaning under Rule 68(b) could be referred to Carrier for approval or disapproval before an employe makes a personal expenditure.

FINGINGS: 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 Employes involved in this dispute are respectively Carrier and Employes 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 violated.

A W A R D

Claim sustained in accordance with Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST : A. W. Paulus
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1978.