

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23248
Docket Number SG-23275

Carlton R. Sickles, 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 (Pacific Lines):

On behalf of Signal Maintainer A. C. Keelin for reimbursement of \$24.00 expended by him for cleaning and oiling his railroad approved watch." (Carrier file: SIG 46-102)

OPINION OF BOARD: Claimant's request for reimbursement of \$24.00 expended for the cleaning of his watch by an authorized watch inspector was denied by the Carrier on the basis that the claimant was not specifically directed to have the watch cleaned.

At issue is Rule 68B of the current Agreement which provides as follows:

"STANDARD WATCHES. When employees 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."

This same issue was considered in Third Division Award 22078. In that award, the identical language was under consideration. In that case, claimant was told by his superiors to have his watch card updated. The local timekeeper advised him he would be required to have his watch cleaned before it could be approved. That decision held that the claimant could validly assume that the Carrier required him to have his watch cleaned.

In the case before us, there was no verbal statement by a supervisor to have the claimant's watch card updated. However, Rule M2 of the Carrier's rules and regulations requires signal maintainers, among others, to carry while on duty a reliable railroad grade watch and watch certificate Form 2821. By circular, it is required that the watch be presented to an authorized watch inspector for examination during August, September, or October of each year.

The claimant did take his watch to an authorized watch inspector and was informed that the watch had to be cleaned to meet the Carrier standards.

The Carrier contends that the word, "required", means specifically directed, or, in effect, advance approval. Decision No. 3479 of the Special Board of Adjustment No. 18 appears to support this position. Award 22078 noted Decision 3479 with approval and would have so decided were it not for the special circumstances in that case. We believe we have the same special circumstances here.

There is little distinction between the verbal instructions in Award 22078 and the written instructions in this case. If the Carrier contends that it is not a valid interpretation of these two paragraphs when considered together to require a watch cleaning, then in light of the difficulty which has arisen with respect to this subject matter in the past, it is certainly incumbent upon the Carrier to clarify its interpretation of these two provisions taken together and to communicate this so that the employees involved are informed of the Carrier's interpretation.

In Award No. 22078 referred to above, it was found that the claimant, under the circumstances involved, could validly assume that the Carrier required him to have his watch cleaned while supporting the basic rule that the Carrier is only responsible for watch cleaning when it specifically directs it to be done.

We concur with that award when it states, "We believe that it would be easy to avoid any future misunderstandings such as this by Carrier advising its employees and its time inspectors accordingly. Then any questionable expenses for watch cleaning under Rule 68B could be referred to Carrier for approval or disapproval before an employee makes a personal expenditure".

Subsequent to Award 22078, the Carrier did notify, by memorandum, all division engineers that had jurisdiction over line officers and employees throughout its system and its manager of time service. It provided in part:

"We can avoid future misunderstandings of this nature if the employees are reminded that such expenses are not payable by the company unless they are specifically directed to have their watch cleaned."

But that was not enough. There is no evidence in the record that the information has been transmitted to the employees in suitable form so employees are on notice when they are complying with the Carrier's Rule M2 and supporting circulars.

Without such clarification, it is logical for the claimant to assume that by Rule M2, the Carrier required him under the circumstances to have his watch cleaned.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1981.