Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12726
Docket No. 12514
94-2-92-2-43

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

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/Division TCU
(
(CSX Transportation, Inc. (former
(Chesapeake & Ohio Railway Company)

STATEMENT OF CLAIM:

"1. That the Chesapeake and Ohio Railroad Company (CSX Transportation, Inc.), hereinafter referred to as "Carrier", violated the provisions of the Railway Labor Act, Title 45 Chapter 8, Section 152, General Duties-Seventh, Change in pay rules, or working conditions, and the Shop Craft Agreement, specifically Rule 183 - Revision of Agreement, on account of Carrier's recent requirement of Safety Steel Toe Shoes, without negotiating these changes.

2. Accordingly, the Carrier be ordered to reimburse Employees at Newport News, Virginia, for any expense occurred to those who comply with this improper mandatory requirement."

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 waived right of appearance at hearing thereon.

Under date of August 29, 1990, Carrier placed into effect a requirement that shop employees wear steel toed safety shoes. In conjunction therewith Carrier initiated a revised subsidy program which allowed employees reimbursement of fifty percent of the price of new shoes. The Organization filed the instant claim, contending that Carrier's new rule on safety shoes was required to be negotiated under the Railway Labor Act and Rule 183 of the Agreement. The Organization's claim is without merit. Previously this Board concluded that the issuance of Safety Rules requiring that safety shoes be worn was not a violation of the parties' Agreement. In Third Division Award 29656, the Board held:

> "Upon complete review of the record, this Board is unable to find support for the Organization's contention that with the issuance of its new Safety Rule, Carrier changed a term and condition of employment contained in the parties' Schedule Agreement. That document is devoid of any mention of safety shoes as a requirement. Thus, no Rule 44 notice was required in this instance. Other Rules cannot be said to cover this issue.
>
> In evaluating whether Carrier's new Rule should be rescinded the basic test that must be applied is whether it is reasonable, that is, whether its requirements are reasonably related to the duties of the employees covered by the Rule. Based on this standard, it cannot be said that a requirement that safety shoes be worn by Maintenance of Way employees is unreasonable.
>
> The real question here, as the Organization acknowledges, is who is to be responsible for their payment. Carrier has provided an allowance and has given employees the discretion to purchase their shoes wherever they choose. That is not an unreasonable act.
>
> If the Organization believes that the current allowance is insufficient, the appropriate method to address this issue is through the service of a Section 6 notice. In the meantime, the claim must be denied."

Award 29656 fits the case under review in this docket, four square. It will be followed here.

AWARD

Claim denied.

O R D E R

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 22nd day of July 1994.