

AWARD NO. 336  
Case No. 336

Organization File No. ShamblinC.116  
Carrier File No. 2016-212853

**PUBLIC LAW BOARD NO. 7163**

PARTIES     ) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION,  
              )    INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
TO            )  
              )  
DISPUTE     ) CSX TRANSPORTATION, INC.

**STATEMENT OF CLAIM:**

1.     The Carrier's disqualification and withholding of Mr. S. Shamblin from service beginning October 10, 2016 and continuing was arbitrary, unsupported, unwarranted and in violation of the Agreement (System File ShamblinC.116/2016-212853 CSX).
2.     As a consequence of the violation referred to in Part 1 above, Claimant S. Shamblin shall now have the disqualification overturned and be compensated all lost wages, benefits and credits."

**FINDINGS:**

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

The essential facts in this case are not in dispute. Claimant has worked for the Carrier since December 5, 2011. Since July 1, 2012, he has held seniority as a Assistant Foreman in the B&B Department on the Cleveland Seniority District. On August 1, 2016 he exercised his seniority to an

Assistant Bridge Foreman position on Gang 5R52, a Service Lane Work Team (SLWT) on the Great Lakes Service Lane Work Territory.

On or about August 17, 2016, Manager of Bridges Mark Raupach met with Claimant and asked him if he was in compliance with the Carrier's new policy on weight limitations. Twice that morning, Claimant did not answer Manager Raupach's question. He approached Claimant again after lunch and asked him a third time if he was in compliance. This time, according to Raupach, Claimant told him that he did not comply. Claimant was then told he was disqualified from the position. He was subsequently directed to report for a disqualification hearing pursuant to Side Letter 31 and Rule 25. That hearing was conducted on September 20, 2016. On October 10, 2016 Claimant was advised that he was disqualified from the position.

Underlying Claimant's disqualification is the Engineering Department's Safety Policy on Weight Limitations of Equipment, effective August 1, 2016. This Policy requires employees who utilize ladders or fall arrest equipment while performing their job duties to comply with the manufacturers' weight limitation safety ratings and recommendations. The relevant provisions of the Policy are:

- The weight of an employee that utilizes ladders or fall arrest equipment cannot exceed 300 pounds. This weight limitation includes the employee's weight and any clothing, boots, PPE or tools the employee utilizes when performing their job.
- Employees who exceed the 300 pound weight limitation safety rating for ladders and fall arrest equipment are restricted from holding positions requiring the use of such equipment and, therefore, may be disqualified.
- Employees are required to notify management if they are unable to comply with the manufacturer's weight limitation safety rating for any equipment used in the performance of their duties.

- Once the company becomes aware that an employee is unable to meet the weight limitation safety rating, it will notify the employee and determine next steps consistent with any applicable collective bargaining agreement.

The Carrier rejects the Union's contention that Claimant's disqualification constituted a medical disqualification that would be covered by Rule 27 - Determination of Physical Fitness. We agree that this is not a matter of Claimant's physical condition or fitness. Rather, it is a question of whether Claimant can safely perform the duties of his position.


Absent specific language in the Agreement, the Carrier has the right to determine the qualifications for positions, and to assess whether employees meet those qualifications. In this case, the Carrier has reasonably relied upon information from equipment manufacturers with regard to weight limitations on ladders and fall arrest equipment. In matters of employee safety, this Board will always give great deference to the Carrier's decisions. To be sure, the Organization has not challenged the propriety of the Carrier's Policy. The ability to work within the safety limitations prescribed for the equipment utilized on the job is an essential qualification. The record reflects that Claimant, with his clothing and equipment, has exceeded these limitations.

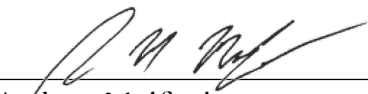
A similar dispute on this property was presented by the Brotherhood of Railroad Signalmen to Public Law Board No. 7584. The case involved a Signal Maintainer who was disqualified from his position because he exceeded the 300 pound weight limit of the ladders used to perform his work. In Award No. 25, that Board denied the claim and held:


It is clear, to this Board, that a Carrier has the right to establish reasonable rules related to the safe operation of its *[sic]* business. This right may be curtailed by law or by CBA provisions, however, that is not the case in the matter before us.

On review of the record before us, we cannot find that the Carrier violated the Agreement when it disqualified Claimant from the position.

AWARD: Claim denied.

  
Barry E. Simon  
Chairman and Neutral Member

  
Andrew Mulford  
Employee Member

  
Katrina Donovan  
Carrier Member

Dated: 02/04/19  
Arlington Heights, Illinois