

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 42245
Docket No. SG-42871
16-3-NRAB-00003-150085**

The Third Division consisted of the regular members and in addition Referee Sidney Moreland when award was rendered.

PARTIES TO DISPUTE: (**(Brotherhood of Railroad Signalmen**
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of A. D. Babcock, for reinstatement to the Signal Maintainer’s position at Eagle Grove, Iowa, with compensation for all losses he incurred since his removal from that position, including moving expenses, account Carrier violated the current Signalmen’s [Agreement], particularly Rules 3, 62, 63, and 65, when, on October 25, 2013, it disqualified him from said position without justification. Carrier’s File No. 1595851. General Chairman’s File No. N 63 1185. BRS File Case No. 15101-UP.”

FINDINGS:

The Third 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.

On October 25, 2013, the Carrier informed the Claimant that his driving privileges with the Carrier “have been permanently disqualified.” The Claimant was working as a Signal Maintainer holding a commercial driver’s license (CDL) for driving Carrier vehicles requiring a DOT qualification pursuant to the Carrier’s Unsafe Driver Disqualification Policy (policy) enacted by 49 C.F.R. 391.25.

The Organization asserts that the Carrier improperly and arbitrarily disqualified the Claimant from his Signal Maintainer’s position pursuant to its Unsafe Driver Disqualification Policy, even though the Claimant possessed the Agreement-mandated criteria (securing and maintaining the proper license pursuant to Rule 62).

The Organization also protests the Carrier’s creation of the policy, which attempts to supersede Rule 62 of the Agreement, under the purported guise of safety reasons that the Carrier failed to demonstrate were warranted.

The Carrier states that the Claimant has not been disciplined over the matter and maintained his Class 1 seniority to work within the Signal Department. The Claimant was not permanently disqualified from his Signal Maintainer’s position - only his qualification to operate certain vehicles. The Claimant was permitted to exercise his seniority to a position that did not have a vehicle requirement.

The Carrier also maintains its managerial right to develop and implement reasonable policy for the purpose of managing its workforce and protecting its employees and the public, especially when mandated by federal regulation to do so. (See 49 C.F.R. 391.25.)

The Claimant, besides his previous DUI citation, has received four other moving violation citations in the preceding 36-month period (one for improper lane usage and three for speeding). The numerous moving violations mandate the Carrier to disqualify the Claimant from his driving privileges regarding Carrier vehicles, in accordance with the federally mandated guidelines of the policy.

AWARD

Claim denied.

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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 Third Division**

Dated at Chicago, Illinois, this 29th day of January 2016.