

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43167  
Docket No. SG-43694  
18-3-NRAB-00003-160496**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(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 P.K. Lane, for return to his former Electronic Technician/Inspector (ET) position on Gang 2791 with compensation for all time lost at the ETI’s rate of pay including overtime, as well as the difference in the rate of pay between that of a Signal Gang Foreman and that of an ETI for all straight-time and overtime hours worked by the holder of his former position, and compensation for any unnecessary mileage he accrued due to his improper removal from said position, account Carrier violated the current Signalmen’s Agreement, particularly Rules 62, 65, and the Scope, when it disqualified him under its “Unsafe Driver Disqualification Policy” from his ETI position on May 16, 2015, even though he held a valid driver’s license and health card as required by the parties’ Agreement. Carrier’s File No. 1628047. General Chairman’s File No. S-SR, 62, 65-1485. BRS File Case No. 15411-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.

The Organization filed the instant claim on the Claimant's behalf, alleging that the Carrier violated the parties' Agreement when it unilaterally disqualified the Claimant from his ETI position on May 16, 2015, under its Unsafe Driver Disqualification Policy, even though the Claimant possessed the required valid driver's license and health card. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the Carrier arbitrarily disqualified the Claimant under its Unsafe Driver Disqualification Policy from the ETI position that he had worked the previous month without incident, because the Claimant possessed the Agreement-mandated criteria to hold this position, because the Carrier's policy conflicts with the Agreement, because the Carrier did not establish any need for its action, because the Claimant did not exhibit a pattern of unsafe driving, because the Carrier misinterpreted federal regulations, and because there is no support for the Carrier's position.

The Carrier contends that the instant claim should be denied in its entirety because the Organization failed to prove that the Carrier is prohibited from creating policy based on federal mandates, because the Organization has failed to prove that the Carrier's Unsafe Driver Policy violates the parties' Agreement, because the Carrier has the managerial right to set policy, because the Claimant's driving history demonstrates a clear pattern of unsafe driving decisions, because the Organization has failed to meet its burden of proof, and because there is no basis for the requested remedy.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has not met its burden of proof that the Carrier violated the Agreement when it disqualified the Claimant from his ETI position on May 16,

2015, after it received word that he had been convicted of three moving violations in the previous two years. Therefore, this claim must be denied.

The record reveals that the Carrier became aware of the Claimant having received three moving violations in a span of two years. The record makes it clear that the Claimant was convicted of driving sixty-four miles per hour in a fifty-five-miles-per-hour zone on April 8, 2013; driving seventy-one miles per hour in a fifty-five-miles-per-hour zone on August 6, 2014; and convicted of driving ninety miles per hour in a sixty-five-miles-per-hour zone on March 30, 2015.

The Carrier has an “Unsafe Driver Disqualification Policy” which was implemented on July 1, 2012. That policy has a legitimate purpose of safeguarding the employees and customers and the general public from unsafe driving by the Carrier’s employees. Given that conviction record of the Claimant in a very short period of time, the Board cannot find that the Carrier acted unreasonably or in violation of the Agreement when it determined that it would no longer allow the Claimant to operate Carrier vehicles. The Claimant did not lose his job. He simply could not operate in the same position that he was operating before because of his poor driving record.

Since the Organization has failed to meet its burden of proof in this case, the Board has no choice other than to deny the claim.

**AWARD**

Claim denied.

**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 30th day of May 2018.