

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45325
Docket No. MW-48035
24-3-NRAB-00003-230554**

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

**(Brotherhood of Maintenance of Way Employees Division –
(IBT Rail Conference**

PARTIES TO DISPUTE: (
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier improperly withheld Mr. M. Heikes from service from October 21, 2021 to November 3, 2021 and chose not to pay him (System File RI-2125B-801 BRC).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant M. Heikes shall now “*** be compensated for seventy-two (72) hours at the applicable rate of pay.”**

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 behalf of the Claimant, alleging that the Carrier violated the seniority provisions of the controlling Agreement when it

refused to allow Claimant to report for duty from October 21, 2021, to November 3, 2021, after he tested positive for COVID-19. Claimant was not compensated for this time because he was not vaccinated against COVID-19. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the Carrier improperly withheld the Claimant from service without compensation, because the Carrier provided no valid defense to this claim, and because Claimant is entitled by the Agreement to compensation for the claim dates. The Carrier contends that the instant claim should be denied in its entirety because the Organization has not articulated a violation of the Agreement, because the Carrier has managerial discretion to determine fitness for duty, and because the Organization has failed to meet its burden of proof.

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

This Board has reviewed the record in this case, and we find that the Carrier did not violate the Agreement when it withheld the Claimant from service between October 21, 2021, and November 3, 2021, and chose not to pay him. The record reveals that on October 20, 2021, the Claimant notified the Roadmaster that the Claimant's wife had tested positive for COVID that day. The Claimant marked off sick on October 18 and October 19 and told the Roadmaster that he would be taking a COVID test on October 21. On October 21, the Claimant did take his test and tested positive. The Carrier then advised the Claimant that he must quarantine until November 3, 2021. This Board finds that the Carrier's action in requiring the Claimant to quarantine was not unreasonable, arbitrary, or capricious. It is fundamental that the Carrier has the right to set the medical standards for its employees and can do so as long as they are not unreasonable, arbitrary, or capricious. In this case, they made sense.

In addition, the Carrier issued a vacation quarantine benefit policy in December 2021 as an incentive to have their employees be vaccinated. The employees were informed that the benefit would be applied retroactively if they were fully vaccinated at the time they contracted the virus. The record revealed that the Claimant had not received the vaccination at the time that he contracted the virus in October of 2021. Therefore, the Claimant was properly not given any retroactive pay for his quarantine.

Since the Organization has failed to meet its burden of proof in this case, this Board has no choice other than to deny this 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 23rd day of September 2024.