

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 45369  
Docket No. MW-47809  
25-3-NRAB-00003-220374**

**The Third Division consisted of the regular members and in addition Referee Michael Capone when award was rendered.**

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

**PARTIES TO DISPUTE: (**  
**(Indiana Harbor Belt Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim of the System Committee of the Brotherhood that:**

- (1) The Agreement was violated on November 18, 19, 20, 21, 22, 23 and 24, 2020, when the Carrier chose to withhold Vehicle Operator D. Pleasant from service, thereby denying him his guaranteed forty (40) hour work week for the weeks of November 14, 2020 and November 21, 2020 (System File D-21IHB10-101 IHB).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant D. Pleasant shall now ‘... be compensated for all regularly assigned hours and any overtime hours denied to Claimant on November 18, 19, 20, 21, 22,23 (sic) and 24, 2020 at Claimants (sic) applicable straight and overtime Vehicle Operators (sic) rates 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.

On January 15, 2021, the Organization filed its claim on behalf of Vehicle Operator Dan Pleasant maintaining that he was unjustly held from service from November 18 through 24, 2020. It argues that the Claimant was not compensated for time out of work in violation of the applicable Agreement's Scope Rule Nos. 1, 3, 4, 10, and 11. The claim was progressed on the property in the usual and customary manner, including placement before the highest officer of the Carrier designated to handle such matters. Following the Carrier's denial of the claim, the Organization filed its notice of intent with the Third Division on January 20, 2022.

The Organization has not met its burden of proof that the Claimant is entitled to payment by the Carrier for being held out of service. Absent clear and unambiguous language that provides compensation for such absences, the Board looks to the record for extrinsic evidence that addresses the dispute.

Nothing in the rules cited addresses the circumstances wherein the Claimant did not work after reporting Covid-19 symptoms. The Claimant was not deprived of work because of a disciplinary matter or by the Carrier acting arbitrarily. The Carrier's actions were premised on its application of state and federal protocols addressing the ongoing pandemic consistent with evolving public policy addressing the health and safety of the general population and specifically to protecting its workforce.

On November 16, 2020, the Claimant informed the Carrier that his wife tested positive for Covid-19. He stated he had little contact with her and was not experiencing any symptoms. The Claimant worked alone, and the Carrier determined that he did not have to quarantine at that time but informed him that if he tested positive for Covid-19 or exhibited any symptoms he had to contact the Carrier for re-evaluation.

The Claimant's handwritten chronology indicates that he took a Covid Rapid Test on November 17, 2020 which was negative. His notes indicate he developed a cough and chills overnight. On November 18, 2020, the Claimant contacted the Carrier and stated he was experiencing symptoms consistent with Covid-19 "and I was staying home based on the change in my health not knowing if I would possibly have contracted Covid." The Carrier informed him that the requirements of the Illinois and Indiana Health Departments and of the federal government's Center for Disease Control and Prevention required him to quarantine for ten days from when he first experienced symptoms or obtained a negative Polymerase Chain Reaction ("PCR") test result. On

November 23, 2020, the Claimant submitted to a PCR test and reported the negative test result to the Carrier the following day. He returned to work on November 25.

The record does not contain any evidence that the Carrier is required to pay the Claimant for his time out of work. The Carrier informed employees to stay home should they have Covid-related symptoms or were exposed to someone who tested positive. It also provided information indicating it would assist employees with obtaining sick benefits as provided for in the Unemployment and Sickness Benefit Flexibilities Under the Railroad Unemployment Insurance Act (RUIA) during the Covid-19 Virus Outbreak. The provision expressly states that if an employer instructs an employee to quarantine and not report to work “due to exposure or possible exposure to Covid-19”, or is experiencing symptoms of the virus, sickness insurance benefits will be provided. Nothing in the record indicates that the Claimant filed for benefits under the RUIA.

Given the foregoing, we do not find the Carrier violated the Scope Rules cited by the Organization. Where not limited by the Agreement, the Carrier has the discretion and obligation consistent with public policy to ensure the health and safety of its employees by applying state and federal protocols. It also provided guidance and information for employees who were absent from work due to Covid-19 related absences so they could apply for sickness benefits under the RUIA.

**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 19<sup>th</sup> day of December 2024.