

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45529
Docket No. SG-48092
26-3-NRAB-00003-230657

The Third Division consisted of the regular members and in addition Referee Daniel F. Brent when award was rendered.

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

STATEMENT OF CLAIM:

“Claim on behalf of S.P. Blood to be returned to service and compensated for lost wages from October 14, 2022, until the Claimant is returned to work; account Carrier violated Rules 5 and 52 of the Agreement when it failed to notify the Claimant in writing the reasons for the disqualification and failed to return to him to service in a timely manner after being cleared by his Physician on October 12, 2022.

Carrier’s File No. 1781270, General Chairman’s File No. S141-5,52-373, BRS File Case No. 6215, NMB Code No. 307 - Contract Rules: Medical/FFD.”

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.

Claimant Stacy P. Blood (0345570) was appropriately held out of work for medical reasons after suffering a Transient Ischemic Attack (TIA) in June 2022 that

temporarily rendered him unfit for duty as a Signalman. The Carrier has a duty to its employees, including the Claimant, and to the public to assure that its work crews are medically fit to perform their assigned duties. When an employee suffers a debilitating medical injury or illness that adversely affects the employee's ability to perform the full scope of assigned duties, the Carrier may delay the employee's return to active service for a reasonable interval provided, however, that the Carrier's determination medically to disqualify a bargaining unit employee is predicated on competent medical advice based on a thorough examination and evaluation, and further predicated on proper notice to the Organization and the employee pursuant to the explicit terms of the parties' collective bargaining agreement.

The Carrier is not obligated to defer to a written determination by the Claimant's treating physician that he is immediately able to resume the full scope of his Signalman classification duties, as the treating physician may not be fully conversant with the specific duties to be performed by Claimant and the physical stressors of his assignments. Moreover, the treating physician's primary duty is to the Claimant as a patient, while the Carrier's primary duty is to assure a safe workplace to protect its employees and the public. The interest and expertise of the Carrier supersede the opinion of the treating physician if, and only if, the Carrier complies with the procedures negotiated by the parties governing such circumstances.

These procedures require the Carrier to notify the Organization and the Claimant of the employee's medical disqualification in a timely manner. Regardless of the semantic distinctions drawn by the Carrier, withholding permission for Claimant to return to work is a form of disqualification. Such notification must include the rationale underlying the Carrier's decision, which must be predicated on expert medical advice based on an examination of the Claimant's medical records.

If the Carrier requires additional documentation for its evaluating physicians, the Carrier must communicate clearly in writing to the employee and the Organization unambiguously specifying the documentation that the employee must submit. Failure to fulfill these mandatory procedural requirements renders the Carrier liable for wages lost during to the extended interval of disqualification attributable to the defective notice to both the Claimant and the Organization regardless of the ultimate accuracy of the Carrier's medical determination of Claimant's fitness for duty.

The Organization established by a preponderance of the evidence that the Carrier did not provide timely notification in the instant case as required by Rule 52 A, which provides that:

An employee subject to the Agreement to the parties hereto who is disqualified as a result of an examination conducted under the Carrier's rules governing physical or mental examinations will be notified in writing with copy to his General Chairman of his disqualification and will be carried on leave of absence.

The Carrier failed to give the required notice and thus violated the collective bargaining agreement. In addition, the record demonstrated that the Carrier failed to properly and timely to apprise Claimant Blood and the Organization of the specific documentation that Claimant must submit before he could return to work. Therefore, the Carrier is liable for a penalty pursuant to Rule 65 equal to the wages lost by Claimant from October 12, 2022 until he submitted the prerequisite documentation or satisfied the medical examinations necessary to prove his fitness for duty, less five days attributable to a reasonable interval for the Carrier to have responded to the Organization's original demand that Claimant be returned to duty. The Carrier may also deduct an offset equal to any substitute interim wages the Claimant may have earned during this interval.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 27th day of January 2026.