

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45551
Docket No. SG-49001
26-3-NRAB-00003-240692

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

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

STATEMENT OF CLAIM:

“Claim on behalf of C. Wilcox to be returned to service and compensated for lost wages beginning November 28, 2023, until the Claimant is returned to service; account Carrier violated the current Agreement, particularly Rules 5 and 6, when it arbitrarily disallowed the Claimants return to work, after being medically cleared for return. Carrier’s File No. 1799872, General Chairman’s File No. W-5-6-65-204, BRS File Case No. 6841, NMB Code No. 310 - Contract Rules: Qualifications & Training.”

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.

At the time of this dispute, Claimant Cory Wilcox (“Claimant”) was assigned as a Skilled Signal Maintainer on gang 7036. Claimant was on a medical leave of absence beginning August 15, 2023 for an undisclosed condition and he was cleared to return to service by Carrier Health and Medical Services (HMS) on October 26, 2023. However, Claimant required a DOT physical for his position and had not completed one as the

date HMS cleared him, preventing his return. Claimant was promptly returned to service upon completion of the required physical.

On December 22, 2023, the Organization filed a claim on behalf of Claimant alleging that Carrier violated Rules 5 and 6 of the controlling agreement when it withheld Claimant from service, denying him a 40-hour/5-day work week.

On January 24, 2024, Carrier responded and denied that Claimant was withheld in violation of Rules 5 or 6. Carrier contends that a DOT medical card, obtained after a DOT physical, is a prerequisite to the job of a Skilled Signal Maintainer as the position operates a commercial vehicle over 10,001 pounds gross vehicle weight. This requirement comes not from the CBA, but from federal regulations promulgated by the Department of Transportation (DOT).

The parties' Agreement provides, in part:

“RULE 5 – 40-HOUR WORK WEEK

NOTE: The expressions “positions” and “work” used in Rule 5 refer to service, duties or operations necessary to be performed the specified number of days per week and not to the work week of individual employees.

GENERAL

There is established for all employees, subject to the exceptions contained in this agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements, so far as practicable the days off will be Saturday and Sunday.

RULE 6 – ESTABLISHED HOURS AND DAYS

The regularly established daily working hours will not be reduced below eight (8) per day, nor will the regularly established number of working days be reduced below five (5) per week, except in weeks in which positions are established or abolished, unless agreed to in writing by a majority of the employees affected through their General Chairman. The number of

days may be reduced in a week in which holidays specified in Rule 15 occur, by the number of such holidays.

RULE 65 – LOSS OF EARNINGS

An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement will be reimbursed for such loss.”

The Organization has not met its burden of proof to show that Rules 5 or 6 are violated when an employee fails to meet the minimum qualifications for the position he holds. It is Claimant’s responsibility to maintain his DOT license. Carrier was not obligated to allow Claimant to return to service absent meeting all qualifications for the position.

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 27th day of January 2026.