

PUBLIC LAW BOARD NO. 7163

**CASE NO. 607
AWARD NO. 607**

Brotherhood of Maintenance of Way Employes Division)	
of the International Brotherhood of Teamsters)	
)
)
and)	Arbitration Decision
	and Award
CSX Transportation, Inc.)	
)
Carrier File: 22-08780)	
BMWE File: DRA 302322)	

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier’s discipline (dismissal) of Mr. R. Gilbert, by letter dated April 22, 2022, in connection with allegations that he violated CSX Rules 104.2(a), 104.7(a) and 104.10 was on the basis of unproven charges, arbitrary, capricious, unnecessary and excessive (System File DRA 302322/22-08780 CSX).
2. As a consequence of the violation referred to in Part 1 above, ‘... the Carrier must clear all mention of the matter from Claimant’s personal record, immediately return Claimant to service with rights and benefits unimpaired, and compensate him for all losses suffered. The losses include, but are not limited to, any straight time, overtime, double-time, or other Carrier provided compensation lost as a consequence of the discipline. It also includes healthcare, credit rating, investment, banking, mortgage/rent, or other financial loss suffered because of the discipline.’ (Employes’ Exhibit ‘A-2’).”

II. FACTS

The Claimant, R. Gilbert, was working as a machine operator and possessed approximately 17 years of seniority with the Carrier. The Claimant was authorized to drive a Company vehicle as a matter of course during the relevant time period.

The Claimant testified that at the end of the work day, it was common practice for the most senior employee on the Brandt truck gang to drive the truck back to the Carrier's depot that is closest to his residence. At the relevant time period, he was the most senior employee in that gang and was authorized to drive for the four and one-half (4.5) hour trip back to the Carrier's depot close to his home.

On February 17, 2022, at the end of the assignment, the Claimant drove the truck, dropped off a coworker at the Company lodging, and then drove it to the Carrier's facility near his home and parked it. He claimed overtime for the drive, as was his usual practice.

On February 24, 2022, the Claimant arrived at the worksite and found that none of his other coworkers were there that day. He contacted his supervisor and told him that since he was the only one on the site, he was going to take the Company vehicle for repairs that it needed. He left the jobsite and drove the Company vehicle to a repair shop in Union City, GA, several hours away, near his home. He claimed straight time and overtime pay for that drive.

On February 28, 2022, the Claimant contacted his supervisor and reported that the truck was still being repaired. He claimed straight time and overtime pay for that day because he believed that he was on work time while the truck was being repaired on his work day. Since his crew members were working that day, the Claimant believed that he was also entitled to be paid.

The Claimant admitted the above facts, but denied that he was ever instructed not to drive the Company vehicle to the location near his residence on weekends, or that this was a prohibited practice. It was his belief that he was entitled to be paid anytime he drove a Company vehicle. In addition, the Claimant believed it was an accepted practice to claim time for overtime performed by his crew when he did not perform any service.

III. POSITIONS OF THE PARTIES

Carrier's Position

The Carrier argues that the Claimant paid himself to drive the Company vehicle from the worksite to his home on at least two occasions, and for repairs at an out-of-state location, and paid himself for travel time, all in violation of Carrier rules and regulations. In addition, the Carrier asserts that the Claimant paid himself for time not worked while he was at home waiting for the vehicle to be repaired. It asserts that this practice violated the rules, which the Claimant admitted at the investigatory hearing. It argues that the Claimant's supervisor never gave him permission to drive the car home and had no idea that he was driving the vehicle out of state for repairs. It asserts that, based upon these egregious and multiple violations of the rule, discharge was warranted.

Organization's Position

The Organization argues that there was no just cause to discharge the Claimant. It asserts that the Claimant believed in good faith that he was allowed to drive the Company car home based upon his experience with the Carrier, wherein the most senior employee in the crew had the privilege of driving it home. It also suggests that the Claimant was never advised or informed that this was not an acceptable practice and that management knew and condoned the practice.

IV. DECISION

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by the Agreement dated March 20, 2008; that this Board has jurisdiction over the dispute involved herein; and that the parties were given due notice of the hearing held.

Given the totality of the circumstances, the Board finds that the Carrier had just cause to discipline the Claimant, but that discharge was too severe. The Claimant shall be reinstated, and the discipline shall be reduced to a 45-day suspension.

V. AWARD

1. The claim is granted, in part.

2. The penalty shall be reduced to a 45-day suspension.
3. The Claimant shall be reinstated and made whole, including back pay, benefits, seniority, and minus interim earnings, subject to the practice on the property.
4. The Carrier is ordered to make the Award effective on or before 45 days following the date the Award is transmitted to the parties.



Casey Summers
Organization Member



John Ingoldsby
Carrier Member



Sheila Mayberry, Chair and Neutral Member
November 3, 2025