

**PUBLIC LAW BOARD NO. 7163
CASE NO. 609
AWARD NO. 609**

**Brotherhood of Maintenance of Way Employes Division) of
the International Brotherhood of Teamsters)
and)) **Arbitration Decision
CSX Transportation, Inc.) and Award
Carrier File: 22-32131)
BMWE File: DRA 107322)****

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier's discipline (dismissal) of Mr. C. Mayeaux, by letter dated January 7, 2022, in connection with allegations that he violated CSX Transportation Rules Code of Ethics, 100.1, 103.3 and 104.1 was on the basis of unproven charges, arbitrary, capricious, unnecessary and excessive (System File DRA 107322/22-32131 CSX).
2. As a consequence of the violation referred to in Part 1 above, the Organization requests '... that the dismissal letter and all matters relative thereto be removed from Mr. Mayeaux personal file, and be made whole for all losses suffered, full seniority unimpaired, and afforded the remedy provided therein, including vacation, and retirement, as a result of Carrier's actions.' (Employees' Exhibit 'A-2')"

II. FACTS

The Claimant, C. Mayeaux, was working as a machine operator for the Carrier at all relevant times and had over eleven years of seniority.

On September 23, 2021, the Claimant discovered that his truck battery was dead. He decided to use a battery from the Carrier's signal-fueling trailer at the Gentilly Yard to jumpstart his truck. However, that battery had also lost its charge. He put it in the back passenger seat of his truck and eventually got a jumpstart from a coworker's vehicle. Once he got the engine started, he left the yard, but inadvertently left the Carrier's battery in the back of his truck. He discovered it when he got home that night; he charged it, with the intention of returning it the next day.

On the following day, September 24, 2021, he put the battery back in his truck and drove to a truck stop in Long Beach, Mississippi, to be picked up by a coworker. The Claimant planned to drive back to the Gentilly Yard after work and drop off the battery. At some point during the day, Supervisor Durbin contacted the Claimant and asked about the battery's whereabouts, to which the Claimant explained why he had it and was bringing it to work with him.

C. Power, a senior track supervisor at the Mobile Cyber Yard, was instructed by Supervisor Durbin to put the Claimant out of service and drive him back to his truck at the truck stop. Upon arrival at the truck stop, the Claimant asked Mr. Power to take the battery, but Mr. Power responded that he was instructed not to take it.

The Claimant ultimately coordinated with Supervisor Durbin over the course of several days to return the battery on October 4, 2021.

III. POSITIONS OF THE PARTIES

Carrier's Position

The Carrier argues that the record provides substantial evidence that the Claimant violated Rules 100.1, 103.3 and 104.1, when he removed CSX property without permission for personal use, resulting in the battery being unavailable for CSX use as the Claimant had it in his possession. It notes that the Claimant admitted that he took the battery without permission, and it was not until he was confronted with the removal of the battery that he told someone that he took it.

The Carrier also asserts that the hearing officer properly weighed the credibility to resolve conflicts in testimony between two witnesses. After reviewing all of the evidence and testimony, the hearing officer determined that the Claimant's account was not credible. It argues that this determination should remain undisturbed at the Board. Citing PLB 7255, Award 122 (Fagnani).

The Carrier also points out that the Claimant, a ten-year employee at the time of the incident, was required to be familiar with the rules and procedures and knew, or should have known, the expectations as an employee to be honest and comply with the rules regarding his conduct.

Organization's Position

The Organization argues that the record fails to support the allegations against the Claimant and clearly shows that the Claimant's actions did not amount to "theft." It asserts that the Claimant's truck was dead at the worksite and that he simply needed a battery to jump his vehicle, and that the Claimant considered this a work-related matter as he was relying on his vehicle to travel to work the following day. It urges that the Claimant was honest and forthright about being in possession of the battery, which he fully cooperated to rectify. The Organization argues that it was merely an oversight that he forgot to take the battery out of the back of his truck while he was at the yard, and the record cannot establish otherwise.

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.

Based upon the totality of the circumstances, the Board finds that, while there is substantial evidence that the Claimant unintentionally violated the stated rules, the penalty of discharge is unreasonable. Therefore, the Claimant shall be reinstated with back pay and the penalty shall be reduced to a 45-day suspension.

V. AWARD

The claim is granted, in part.

1. The penalty shall be reduced to a 45-day suspension.
2. The Claimant shall be reinstated and made whole, including back pay, benefits, seniority, and minus interim earnings, subject to the practice on the property.
3. 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