

**PUBLIC LAW BOARD NO. 7163
CASE NO. 610
AWARD NO. 610**

Brotherhood of Maintenance of Way Employees Division) of)	
the International Brotherhood of Teamsters)	
and)	Arbitration Decision
)	and Award
CSX Transportation, Inc.)	
)	
Carrier File: 22-02413)	
BMWE File: DRA 306422)	

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier’s discipline (dismissal) of Mr. S. Harriott, by letter dated August 9, 2022, in connection with allegations that he violated CSX Operating Rules 100.1, 103.2, 103.4, 104.2(a), 104.3(d) and FRA 213.233C was on the basis of unproven charges, arbitrary, capricious, unnecessary and excessive (System File DRA 306422/22-02413 CSX).

2. As a consequence of the violation referred to in Part 1 above, the Organization requests that Mr. Harriott be put back to work immediately. Mr. Harriott should be exonerated. The Organization further requests as a remedy for the inappropriate discipline that the Carrier clear all mention of the matter from Claimant’s personnel record, immediately return Claimant’s rights and benefits unimpaired and compensate him for all loss suffered This loss includes, but is not limited to, any straight time, overtime, double-time or other Carrier provided compensation lost because of the improper discipline. It also includes healthcare, credit rating, investment, banking, mortgage/rent or other financial loss suffered, to include railroad retirement accrualment (service months and contributions lost) because of the improper discipline.’ (Employees’ Exhibit ‘A-2’).”

II. FACTS

The Claimant, S. Harriott, was a 17-year employee with Carrier at the time of his discharge. He had been working as a track inspector with no history of discipline.

On May 30, 2022, the Claimant completed an FRA-Inspection report in the early morning, asserting that he performed the assigned track inspection on that date. Upon investigation, the GPS record of the truck indicated that the truck did not leave the Claimant's property until 7:24 hours on May 31, 2022. In addition, Claimant held an EC-1 track protection for the Columbia Subdivision on May 30, 2022, from 17:49 until 22:05, although the Claimant's assigned truck was parked on his property during that entire period.

The Claimant admitted picking up the assigned truck and then driving to his residence. However, he testified that before he left to perform his inspections, he left with his brother and in his brother's vehicle to hunt for arrowheads. The Claimant stated that he lost track of time and had to rush to the work site. He decided that, from where they were, it was faster to go to the office and pick up another Carrier truck, rather than go back to his house to get the vehicle he had left there. He explained that he was dropped off at the office, got another Carrier truck, drove to the work site, performed the inspections, dropped off the second truck at the office, and then had his brother drive him back home. This second Carrier truck did not have a GPS tracking device.

The Claimant stated that he did not complete the inspection report until the following day, used his assigned vehicle to transport his personal mechanic, and failed to return his truck to the Yard office at the end of his shift.

III. POSITIONS OF THE PARTIES

Carrier's Position

The Carrier contends that it had substantial evidence to discipline and discharge the Grievant. It notes that the Claimant, an experienced employee serving as a track inspector, was well aware of the rules and policies requiring track inspections to be completed as required and the policy on the use of Company trucks.

Organization's Position

The Organization contends that the Carrier failed to present substantial evidence to prove that the Claimant violated the relevant rules in the matter. The Organization argues that the GPS data does not account for the actual actions of the Claimant. The Organization does not dispute the fact that the Claimant did not use the first Carrier truck to drive to the site of the track inspection. Rather, it contends that once the Claimant realized he was behind schedule for the job, he went to the office and picked up a different truck, which was not equipped with GPS.

Additionally, the Organization argues that Carrier's contention that the Claimant failed to inspect the track is unsupported and must be rejected. It cites the inspection report that was filled out and submitted the following day. The Organization asserts that Carrier based its allegation on mere unproven speculation.

The Organization also asserts that the Carrier failed to prove that the Claimant was dishonest about his inspection report, which it states that the Carrier presumed, given that it believed the Claimant never performed the inspection.

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.

The Board finds that the Carrier did not prove by substantial evidence that the Claimant failed to perform his assigned track inspection on May 30, 2022. The Organization presented un rebutted testimony that sufficiently explained why the GPS data showed that the Carrier's vehicle did not move during the time that the Claimant would have been inspecting the track. The Claimant used a different Carrier vehicle that did not have a GPS tracking device to drive to the track inspection site. The inspection report he submitted supports this explanation as well as the fact that there is no evidence that the report was falsified. The fact that the inspection report was submitted the next day does not impugn the credibility of the Claimant's testimony.

The Board finds that the Carrier did not carry its burden to prove by substantial evidence that the Claimant violated the stated rules. While the Claimant acknowledged that he did not use the Carrier's vehicle that he drove home the prior day, there is no direct evidence that he failed to perform the track inspection and properly fill out his inspection report, which was submitted the following day. Therefore, the Claim must be granted.

V. AWARD

1. The claim is granted.
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

A handwritten signature in cursive script, reading "Sheila Mayberry", is positioned above a horizontal line.

Sheila Mayberry, Chair and Neutral Member
November 3, 2025