

PUBLIC LAW BOARD NO. 7163

Award No. 643

Case No. 643

**BROTHERHOOD OF MAINTENANCE OF WAY
EMPLOYEES DIVISION OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

and

CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier’s discipline (dismissal) of Mr. B. Nichols, by letter dated May 8, 2023, in connection with allegations that he violated CSX Operating Rules 706.1, 706.2 and 706.4 was arbitrary, capricious, unnecessary and excessive (System File D600823/23-934875 CSX).

2. As a consequence of the violation referred to in Part 1 above, the Organization requests that the Carrier:

‘... clear all mention of the matter from Mr. Nichols’ personal record, immediately return Mr. Nichols to service with 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 as a consequence of the discipline. It also includes healthcare, credit rating, investment, banking, mortgage/rent or other financial loss suffered as a consequence of the discipline.’ (Employes’ Exhibit ‘A-2’).”

FINDINGS

Public Law Board 7163, upon the whole record and all the evidence, finds that the parties to this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934. This Public Law Board has jurisdiction over the dispute involved herein. Parties to this dispute were given due notice of hearing thereon.

Claimant was hired in 2014. He had no active discipline on his record.

On March 27, 2023, he was issued a Notice of Investigation in connection his alleged failure to properly lock out all relevant tracks, resulting in a collision on March 24, 2023.

The Carrier argues that the Investigation established that “on March 24, 2023, Claimant was working as part of a team making repairs in Lafayette Yard. At approximately 1700 hours, the work was completed and Claimant made contact with the Yardmaster to request permission to come out of Old 8 Track onto the lead and then to the crossing in order to get off the track. However, prior to receiving permission from the Yardmaster, Claimant removed the protection on Old 8 and lined the switches for the lead. The switching crew working in the yard was unaware the switches were lined for Old 8, when they kicked four tank cars into Track Old 8, resulting in a collision with Maintenance of Way truck 476, where Claimant and two other employees were seated. This collision shoved Claimant’s truck into a standing tank car causing significant damage to truck 476. A review of the radio transmission recordings and the events in the yard established that Claimant had removed the protection on Old 8 and lined the switches prior to receiving permission from the Yardmaster, which allowed the kicked cars intended for Old 6 to roll into Old 8 causing the collision. When given the opportunity to explain how the situation occurred, Claimant testified that he lined the switches to move out of the track prior to the Yardmaster giving him authority to come out. Claimant further asserted that it was standard practice to remove protection and line himself to move prior to receiving permission to do so. These facts demonstrate Claimant was not forthright and clear when he asserted it was appropriate to remove protection prior to receiving permission to come out of the track, and that he failed to follow the rules requiring him to perform his duties responsibly and without incident, thereby violating CSX Operating Rules 706.1, 706.2 and 706.4.” Dismissal is warranted.

The Organization argues that the Carrier has not met its burden of proof. The record fails to establish that the Claimant was in violation of the charged rules. “Instead, the testimony and evidence in this case show that the incident resulted from miscommunication between the train crew and the yardmaster, something that was entirely out of the Claimant’s control. Claimant testified that all work had been

completed and he was preparing to move to a clear up location. He made prior arrangements with the yardmaster as required by Rule 706.4. Thus, the Carrier has failed to prove a violation of Rule 706.4. Additionally, the Carrier has failed to prove that Claimant violated Rule 706.1 or 706.2 because the record will reflect that there is no evidence that Claimant failed to have proper protection while performing the repair work.

The Board has carefully reviewed all of the documents submitted by the parties during their on-property handling of this matter. We find that the Carrier has sustained its burden of proof. Rule 706.1 required Claimant to establish working limits by making the track inaccessible to other trains. Then, Rule 706.4 states:

Working limits are not required on non-controlled tracks when moving on-track equipment from the clearing location to the work site or back. When moving equipment on non-controlled tracks:

1. Make prior arrangements with the employee who is responsible for movement on the tracks.

Claimant should have waited to remove the protection on the tracks until he had the explicit authorization from the yardmaster to make his movement.

However, under all the circumstances here and given mitigating circumstances, including Claimant's length of service and clean record, we find that a leniency reinstatement is warranted. Claimant made an attempt to make arrangements with the Yardmaster as required by the Rules. There would not have been the incident that occurred here if the Yardmaster had been more clear about his instructions or had told Claimant to put the protection back up and if the other train crew had checked in with the Yardmaster before making their move. Claimant is to be reinstated, but without back pay.

AWARD

Claim sustained in part.

ORDER

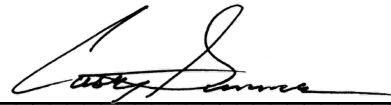
This Board, after consideration of the dispute identified above, hereby orders that an award favorable to Claimant be made. The Carrier is ordered to make the Award effective on or before 30 days following the day the Award is transmitted to the parties.



Barbara C. Deinhardt
Neutral Member and Chairman



Eric Caruth
Carrier Member



Casey J. Summers
Employee Member

Dated: December 19, 2025