

PUBLIC LAW BOARD NO. 7633  
CASE NO. 224  
AWARD NO. 224

Brotherhood of Maintenance of Way Employees  
Division - IBT Rail Conference

and

Union Pacific Railroad Company  
(former Missouri Pacific Railroad Company)

Claimant: B. Harris, Sr.

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STATEMENT OF CLAIM

- “Claim of the System Committee of the Brotherhood that: 1. The Carrier’s discipline (MAPS Training 1) of Mr. B. Harris, Sr. by letter dated August 31, 2023, for alleged violation of Rule 136.3.1: Job Briefing for Roadway Workgroups on July 18, 2023 was excessive, arbitrary, disparate, imposed without the Carrier having met its burden of proof and in violation of the Agreement (System File UP906JC23/1795249 MPR).
2. As a consequence of the violation referred to in Part 1 above, Claimant B. Harris, Sr.’s ‘... charges shall be dropped and the MAPS 1 training status removed from Mr. Harris’s permanent record, and the claimant shall be made whole for all financial and benefit losses because of the violation. Any benefit lost including vacation and health insurance benefits shall be restored. Restitution for financial losses because of the violation to include all strait time, overtime, and loss of holiday pay for time Mr. Harris EID (0477378) for the time he was off due to a Carrier accident.’ (Employee’s Exhibit ‘A-2’).”

FINDINGS

This Board derives its authority from the Railway Labor Act, as amended, together with the applicable Agreement between the parties. After reviewing the record as developed on the property, the Board finds that the parties are Carrier and Employee within the meaning of the

Railway Labor Act; that this dispute is properly before the Board; that the Board has jurisdiction over the matter; and that the parties were given due notice of the hearing thereon.

Claimant Brandon Harris entered Carrier service on April 13, 2015. At all times relevant to this proceeding, Claimant was employed as a Maintenance of Way Backhoe Operator. On July 18, 2023, Claimant was involved in an on-track vehicle collision near Milepost 240.84 on the Dallas Subdivision. Claimant was riding in Carrier equipment when it was struck from the rear by a contractor-operated vehicle.

Following the incident, Carrier issued a Notice of Investigation (NOD) charging Claimant with a possible violation of Rule 136.3.1, Job Briefing for Roadway Work Groups. The Notice alleged that an insufficient job briefing failed to address safe traveling distances between machines, the hy-rail Job Safety Analysis, and that no job briefing form was completed or available. The matter was classified as a Critical Event under the Carrier's MAPS Policy.

A formal investigation was conducted on August 23, 2023. At its conclusion, the Carrier assessed Claimant with MAPS 1 (Training). The Organization appealed the assessment, and the dispute was progressed to this Board for final resolution.

Carrier contends it has met its burden of proof that Claimant violated Rule 136.3.1. While acknowledging that the Employee-in-Charge has primary responsibility for conducting a job briefing, the Carrier argues that all roadway workers share responsibility for ensuring that a proper briefing occurs and that on-track safety is in place before fouling the track.

The Carrier relied on a contractor statement describing inadequate spacing and lack of communication preceding the collision and argued that, notwithstanding those circumstances, Carrier employees retained responsibility under Rule 136.3.1. The Carrier maintains that MAPS 1 is corrective training, not punitive discipline, and that Claimant received a full and fair investigation.

The Organization contends that Carrier failed to meet its burden of proof. It argues that Rule 136.3.1 assigns responsibility for conducting a job briefing to the Employee-in-Charge and that Claimant was not the EIC at the time of the incident. According to the Organization, the designated EIC conducted the job briefing and later acknowledged responsibility for any deficiencies.

The Organization maintains that Claimant did not conduct the job briefing, had no authority to do so, and cannot be held responsible under the plain language of the rule. It further argues that the Carrier improperly expanded the charge by relying on concepts such as spacing, communication, and general safety obligations that were not cited in the Notice of Investigation.

The Organization also asserts that the investigation was not fair and impartial, citing restrictions on cross-examination and reliance on contractor statements. Finally, it argues that MAPS 1 constitutes discipline with continuing consequences and should be removed from Claimant's record.

Carrier charged Claimant with a violation of Rule 136.3.1 (Job Briefing for Roadway Work Groups). The Board's review is therefore confined to whether that rule applied to the Claimant under the circumstances presented and, if so, whether the Carrier met its burden of proof.

The record establishes that Claimant was not the Employee-in-Charge on July 18, 2023. The Claimant did not conduct the job briefing and was not assigned responsibility for doing so. Rule 136.3.1 addresses the obligation to conduct a job briefing. By its plain language, that obligation rests with the Employee-in-Charge. The Carrier cited no separate rule imposing responsibility on a non-EIC employee for the adequacy or content of a job briefing conducted by another.

We find no basis to extend charged rule beyond its plain meaning or by imposing liability based on association rather than actual responsibility. Under these circumstances, the Carrier failed to meet its burden of proof. In light of this determination, we do not reach the parties' remaining arguments concerning procedure, fault, or the nature of the MAPS assessment.

AWARD

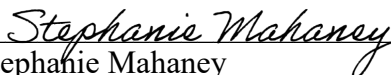
The claim is sustained.

The Carrier failed to prove the charged conduct and the MAPS 1 (Training) assessment issued to Claimant shall be removed from his record, and all references thereto shall be expunged. The Carrier is directed to comply with this Award within 30 days of the date that any two members of the Board affix their signature to the Award.



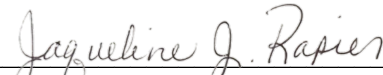
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Deborah Gaines  
Neutral Referee  
Dated: **March 2, 2026**



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Stephanie Mahaney  
Carrier Member  
Dated: March 4, 2026



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Jaqueline J. Rapier  
Labor Member  
Dated: March 4, 2026